

## LWVMD Confidentiality Agreement for use of Nation Builder

Effective Date: \_\_\_\_\_ .

As a condition of becoming retained by or volunteering with the League of Women Voters of Maryland, Inc., or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the "Organization"), \_\_\_\_\_ (hereinafter "Receiving Party") agrees to the following:

1. Relationship. This Confidential Information Agreement (this "Agreement") will apply to the Receiving Party's working or volunteering relationship with the Organization. If that relationship ends and the Organization, within a year thereafter, either employs the Receiving Party or re-engages the Receiving Party as a volunteer, this Agreement will also apply to such later employment or volunteer relationship between the parties hereto, whether commenced prior to, upon or after the date of this Agreement, is referred to herein as the "Relationship ."
2. Duties. The Receiving Party will perform for the Organization such duties as may be required to maintain and improve League communications using Nation Builder including related services to the Organization (the Nation Builder Agreement). The services to be rendered by the Receiving Party under the Nation Builder Agreement are referred to herein as the "Services ."
3. Confidential Information
  - a) Protection of Information. Receiving Party understands that during the Relationship, the Organization intends to provide the Receiving Party with information, including Confidential Information (as defined below), without which the Receiving Party would not be able to perform their duties to the Organization. The Receiving Party agrees, at all times during the term of the Relationship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Organization to the extent necessary to perform the Services, and not to disclose to any person, firm, corporation, or other entity, without written authorization from the Organization in each instance, any Confidential Information that the Receiving Party obtains from the Organization or otherwise obtains, accesses or creates in connection with, or as a result of, the Services during the term of the Relationship, whether or not during working hours, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of the Receiving Party or of others who were under confidentiality obligations as to the item or items involved. The Receiving Party further agrees not to make copies of such Confidential Information except as authorized by the Organization.
  - b) Confidential Information. The Receiving Party understands that "Confidential Information" means information and physical material not generally known or available outside the Organization and information and physical material entrusted to the Organization in confidence by third parties. Confidential Information includes, without limitation: technical data, trade secrets, know-how, research, product or service applications, processes, formulas, techniques, agreements with third parties, lists of, or information relating to, employees, consultants, volunteers, members, supporters of the Organization (including, but not limited to, third parties on whom the Receiving Party called or with whom the Receiving Party became acquainted during the Relationship), contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to the Receiving Party by the Organization either directly or indirectly, whether in writing, electronically, orally, or by observation.

c) Third Party Information. The Receiving Party's agreements in this Confidentiality Agreement are intended to be for the benefit of the Organization and any third party that has entrusted information or physical material to the Organization in confidence. The Receiving Party further agrees that, during the term of the Relationship and thereafter, the Receiving Party will not improperly use or disclose to the Organization any confidential, proprietary or secret information of the Receiving Party's former clients or any other property or place of business.

4. Company Property: Returning Company Documents. The Receiving Party acknowledges and agrees that the Receiving Party has no expectation of privacy with respect to the Organization's telecommunications, networking or information processing systems (including, without limitation, files, email messages, and voice messages) and that the Receiving Party's activity and any files or messages on our servers or websites using any of those systems may be monitored or reviewed at any time without notice. The Receiving Party further agrees that any property situated on the Organization's premises and owned by the Organization, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by the Organization personnel at any time with or without notice. The Receiving Party agrees that, at the time of termination of the Relationship, Receiving Party will deliver to the Organization (and will not keep in the Receiving Party's possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by the Receiving Party or Receiving Party's personnel pursuant to the Relationship or otherwise belong to the Organization, its successors or assigns.

Organization (LWVMD)

Receiving Party

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Richard B Willson

Printed Name: \_\_\_\_\_

Title: Co-President

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_