



Volunteer Confidentiality and Non-Disclosure Agreement

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT is made on the _____ day of _____, 20_____.

BETWEEN: KIDS strong + free

AND: _____ (your name)

of _____ (your address)

- A. The volunteer is (or will become) a volunteer for **KIDS strong + free** through, and in the course of the engagement relationship, the Volunteer may learn of, develop and/or receive information which is confidential to KIDS strong + free.
- B. The Volunteer acknowledges the desire and right of **KIDS strong + free** to have disclosed to it all ideas, improvements and works generated or developed by the Volunteer in the course of his/her engagement.
- C. KIDS strong + free and the Volunteer have agreed that the following terms and conditions shall apply to preserve the confidentiality of KIDS strong + free information.

OPERATIVE PROVISIONS

1. CONFIDENTIAL INFORMATION

1.1 Except to the extent that such information is public knowledge or becomes public knowledge other than by breach of this agreement, 'confidential information' shall mean for the purposes of this agreement:

- 1.1.1 All information acquired or developed by the Volunteer in the course of his/her engagement, including any document which identifies volunteers or donors by name, which contains personal or employee information beyond a name and title, all internal financial reports, any other documents marked confidential by the sender;
- 1.1.2 All information designated as confidential by KIDS strong + free or otherwise imparted in circumstances of confidence by **KIDS strong + free** to the Volunteer; and
- 1.1.3 Material or information classifiable in law or equity as confidential information.
- 1.2 The term 'confidential information' extends to all forms of storage or representation of the information referred

to in clause 1.1 including, but not limited to, spoken works and presentations, printed documents, loose notes, diaries, memoranda, drawings, photographs, electronic, magnetic and optical storage, and computer printouts.

SCOPE OF AGREEMENT

- 1.3 In consideration of the supply of confidential information by or on behalf of **KIDS strong + free** to the Volunteer and in consideration of the Volunteer being engaged or continuing to be engaged by **KIDS strong + free**, the Volunteer agrees that he/she will preserve and maintain the confidentiality of the information.
- 1.4 The Volunteer agrees to disclose to **KIDS strong + free** all ideas, improvements and works generated or developed in the course of engagement with **KIDS strong + free**.
- 1.5 The Volunteer shall not disclose or provide, or all to be disclosed or provided, the confidential information otherwise than is strictly necessary to enable to Volunteer to perform his/her duties of engagement.
- 1.6 If the Volunteer needs to disclose the confidential information to a third party to perform his/her duties of engagement, the Volunteer may do so only with the express written consent of **KIDS strong + free** which may require the Volunteer procure a deed from the third party in favour of **KIDS strong + free** on the same terms as this agreement.
- 1.7 The Volunteer shall use, and shall ensure that any person to whom the confidential information is disclosed uses all reasonable endeavours and precautions to protect and preserve the confidentiality of the confidential information.
- 1.8 The Volunteer acknowledges that the confidential information remains at all times the exclusive property of **KIDS strong + free**.
- 2. SECURITY, DUPLICATION AND RETURN OF MATERIAL**
- 2.1 The Volunteer shall secure and protect the confidential information from unauthorized disclosure, access or use.
- 2.2 The Volunteer shall not remove the confidential information from the premises of **KIDS strong + free** without the written consent of **KIDS strong + free**.

2.3

The Volunteer shall return all copies of the materials including extracts or summaries, however embodied or recorded, referred to in clause 1 to **KIDS strong + free**:

- (A) Immediately; or
- (B) on demand by **KIDS strong + free**; or
- (C) upon termination or completion of engagement with **KIDS strong + free**.

3. INDEMNITY

3.1

The volunteer indemnifies **KIDS strong + free** for any loss suffered as a result of breach of this agreement or for any disclosure of the confidential information by a person provided with the confidential information by the Volunteer.

4. SURVIVAL OF AGREEMENT

4.1

The Volunteer acknowledges and agrees that his or her obligations pursuant to this agreement shall survive the return of all copies of the confidential information and the termination or completion of the engagement relationship between the Volunteer and **KIDS strong + free**, and shall continue until such time as the confidential information becomes public knowledge other than by breach of this agreement.

5. MISCELLANEOUS

5.1

If any provision of this agreement is held invalid, unenforceable or illegal for any reason, this agreement shall remain otherwise in full force and effect apart from such provision which shall be deemed deleted.

5.2

This agreement shall be governed by and construed according to the law of Alberta the parties submit to the non-exclusive jurisdiction of that province.

EXECUTED AS AN AGREEMENT

_____ signature _____ signature

_____ name _____ name

Date ____/____/____ Date ____/____/____

SIGNED for and on behalf of

SIGNED by the above-named Volunteer

KIDS strong + free, by its authorized representative. _____ Date ____/____/____