

COMMUNITY FOUNDATION OF THE EASTERN SHORE, INC.

CONFIDENTIALITY AGREEMENT

This Agreement is made this _____ day of _____, 20__ by and between the
Community Foundation of the Eastern Shore, Inc., hereinafter called "the Foundation", and
_____, hereinafter called "Employee," Witnesseth.
Print Employee's Name

In consideration of my employment or continuance of employment (as the case may be) by the Foundation, it is hereby agreed as follows:

1. **CONFIDENTIAL INFORMATION:** During my period of employment, the Foundation may disclose or cause to be disclosed to me confidential information relating to personnel matters, such as information regarding salaries, medical treatment or diagnosis, terminations, layoffs or promotions, and disciplinary measures regarding individual employees, financial information regarding contractual arrangements, pricing, letters of agreement or understanding, intellectual property developed by the Foundation employees, identifiable confidential matters, or information regarding prospective business of the Foundation. I recognize such information to be the property of the Foundation and I agree to hold such information in trust and solely for the Foundation's benefit and not to disclose such information to those inside or outside the Foundation, either during or after employment, without the written consent of an officer of the Foundation.
2. **CONSEQUENCES OF BREACH:** I understand that any breach of this agreement is grounds for corrective action, up to and including immediate dismissal.
3. **SUBSEQUENT EMPLOYMENT AND TERMINATION OF EMPLOYMENT:** This agreement shall continue in any subsequent employment of mine by the Foundation, and extend to the Foundation's successors or assigns.

Upon leaving the Foundation's employ, I agree not to take with me, without first obtaining the written consent of an officer of the Foundation, any document or tangible evidence of confidential information or data belonging to or under the control of the Foundation, whether on disk, recorded or hard copy, whether an original or a reproduction.

4. **FORMER OBLIGATIONS:** I will strictly adhere to any obligations, which I may have with former employers insofar as the use or disclosure of confidential information is concerned.

Employee Signature

Supervisor's Signature

Date

Date

COMMUNITY FOUNDATION OF THE EASTERN SHORE, INC.

BOARD MEMBER CONFIDENTIALITY AGREEMENT

This Agreement is made this _____ day of _____, 20__ by and between
the Community Foundation of the Eastern Shore, Inc., hereinafter called "the Foundation", and
_____, hereinafter called "Board Member,"
Witnesseth.

In consideration of Board Member's service as a member of the Foundation's Board of Directors, the parties agree as follows:

1. The Foundation shall provide Board Member with certain confidential and/or proprietary information to assist Board Member in fulfilling his/her duties.
2. Board Member shall not disclose any such confidential and/or proprietary information except as a part of the proper discharge of his/her duties, recognizing that such information must be disclosed only as part of the transaction of the Foundation's business.
3. "Confidential and/or proprietary information" shall include but not be limited to the following:
 - a. Employee applications, hiring, salaries, benefits, terminations, layoffs, promotions, and disciplinary actions and other personnel matters of the Foundation.
 - b. Donor identities, addresses, contributions, contracts, agreements, correspondence, accounts, grants and other financial transactions with the Foundation.
 - c. Grant applications, review comments and actions.
 - d. Investment, asset development, membership and other committee activities.

I recognize that such information to be the property of the Foundation and I agree to hold such information in trust and solely for the Foundation's benefit and not to disclose such information to those inside or outside the Foundation, either, during or after my tenure on the Board, without the written consent of an officer of the Foundation.

4. Upon leaving the Foundation's Board, I agree not to take with me, without first obtaining written consent of an officer of the Foundation, any document or tangible evidence of confidential information or data belonging to or under the control of the Foundation, whether on disk, recorded or hard copy, whether an original or a reproduction.
5. Improper disclosure of confidential and/or proprietary information may cause the Board Member to be removed from the Board of Directors and subject him/her to suit for damages.

Community Foundation of the Eastern Shore

Board Member Signature

Spicer Bell, President

Date

Date

COMMUNITY FOUNDATION OF THE EASTERN SHORE, INC.
VOLUNTEER CONFIDENTIALITY AGREEMENT

This Agreement is made this _____ day of _____, 20__ by and between
the Community Foundation of the Eastern Shore, Inc., hereinafter called "the Foundation", and
_____, hereinafter called "Volunteer," Witnesseth.

In consideration of Volunteer's service as a member of a committee for the Foundation, the parties agree as follows:

1. The Foundation shall provide Volunteer with certain confidential and/or proprietary information to assist Volunteer in fulfilling his/her duties.
2. Volunteer shall not disclose any such confidential and/or proprietary information except as a part of the proper discharge of his/her duties, recognizing that such information must be disclosed only as part of the transaction of the Foundation's business.
3. "Confidential and/or proprietary information" shall include but not be limited to the following:
 - a. Employee applications, hiring, salaries, benefits, terminations, layoffs, promotions and disciplinary actions and other personnel matters of the Foundation.
 - b. Donor identities, addresses, contributions, contracts, agreements, correspondence, accounts, grants and other financial transactions with the Foundation.
 - c. Grant applications, review comments and actions.
 - d. Investment, asset development, membership and other committee activities.

I recognize that such information to be the property of the Foundation and I agree to hold such information in trust and solely for the Foundation's benefit and not to disclose such information to those inside or outside the Foundation, either, during or after my tenure on the Board, without the written consent of an officer of the Foundation.

4. Upon leaving the Foundation committee, I agree not to take with me, without first obtaining written consent of an officer of the Foundation, any document or tangible evidence of confidential information or data belonging to or under the control of the Foundation, whether on disk, recorded or hard copy, whether an original or a reproduction.
5. Improper disclosure of confidential and/or proprietary information may cause the Volunteer to be removed from Volunteer's assigned duties and subject him/her to suit for damages.

Community Foundation of the Eastern Shore

Volunteer Signature

Spicer Bell, President

Date

Date