

Starlight Children’s Foundation Northwest Confidentiality Agreement

To enable Starlight Children’s Foundation Northwest (Starlight NW) to fulfill its mission, certain confidential and proprietary information will be circulated and exchanged between officers, board members, staff, and volunteers. It is understood and agreed to that Starlight NW may disclose such sensitive information that is and must be kept confidential. To ensure the protection of such information, including confidential information circulated by SharePoint, Donor Perfect, Volgistics and by any other means of sharing information, and to preserve confidentiality, it is agreed that:

1. The Confidential Information to be disclosed by and between Starlight NW, Starlight NW officers, board members, staff, volunteers, and contract workers can be described as and includes: Technical and business information, however transmitted, relating to proprietary ideas, costs, profit and margin information, finances and financial projections, customers, clients, donors, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.
2. The Recipient shall limit disclosure of Confidential Information within the Starlight NW organization to its executive director, his/her designated staff, officers, attorneys and board members (collectively referred to as “affiliates”) having a need to know. The Recipient and affiliates will not disclose the confidential information obtained from the discloser unless required to do so by law.
3. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient’s possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or (e) is independently derived by Recipient.
4. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.
5. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information:

Discloser of Confidential Information:

Name (Print or Type):

Starlight Children’s Foundation Northwest:

Signature:

Signature:

Date:

Date: