

AADC POLICIES AND PROCEDURES

ARTICLE VIII, DEPARTMENTS AND COMMITTEES; ARTICLE IX, CLASSES; ARTICLE X, GROUPS AND NETWORKS (adopted by the AADC Board, June 7, 2018)

CONFIDENTIALITY AGREEMENT FOR AADC VOLUNTEERS

This confidentiality Agreement is entered into as of the ____ day of _____, _____, by and between the Associate Alumnae of Douglass College (“AADC” or the “Association”) with the authority of its Board of Directors and through its duly authorized agent, Valerie L. Anderson, as Executive Director and

_____ (“Volunteer”).

INTENT AND PURPOSE

In conjunction with a Volunteer’s service to the AADC, she may obtain Confidential Information as defined in Article 1 related to strategies, plans, activities and operations of the Association as well as information about its members, donors, donor prospects and supporters as defined below. The AADC desires to protect such Confidential Information on behalf of itself and its members, donors, donor prospects and supporters. In consideration of becoming and remaining a Volunteer in good standing and obtaining or having access to such Confidential Information, the Volunteer and the AADC now enter into this Confidentiality Agreement (“Agreement”) to provide such protection to the Association and its members, donors, donor prospects and supporters upon the terms and conditions as set forth below.

ARTICLE 1: DEFINITIONS

“Confidential Information” shall mean proprietary data and/or information relating to the operations and management of the Association, whether in oral, written or any form whatsoever and whether or not it is labeled or described as “confidential,” including, but not limited to the following:

- Member and donor information: e.g., the names of members/donors/donor prospects/supporters and all other related personal information maintained by the AADC, including donor giving information, and analyses of member/donor/donor prospect/supporter information. Volunteers should recognize that some of these data may be considered Personally Identifiable Information as defined in information security and privacy laws, which may have unique protections under federal and/or state law.¹
- Bequest information, including realized and pending bequests and planned gifts.

¹ Personally Identifiable Information (PII) is generally defined as any data that could lead to identification of a specific individual—i.e., to distinguish one person from another. PII may include full name, social security number, birth date, place of birth, mother’s maiden name, driver’s license number, passport number, credit card numbers and other such information.

- Intellectual property: e.g., strategic plans, business forecasts, and implementation plans that have not been disclosed to the membership at large and/or the public.
- Marketing and fundraising information: e.g., marketing and fundraising strategies and plans, forecasts including related assumptions, marketing and fundraising techniques and processes, and marketing and fundraising costs.
- Business operations data: e.g., personnel information, vendor names and related information, other key business contacts, licenses, and operations manuals.
- Program information: e.g., specifications and processes for the design and implementation of existing Association programs, events, services and activities as well as research and development relating to possible future programs, events, services and activities.
- Accounting information: e.g., financial statements for the AADC and the Douglass Fund and all other related financial reports that have not been released to the public, details of line items in financial reports, budgets and budget forecasts and related details, analyses and/or projections of revenues and expenses. Accounting information also includes data and analyses of the Pooled Investment Fund portfolio and data, analyses and projections provided to Douglass Residential College in conjunction with AADC's stewardship of the Douglass Fund to the extent that such data have not been made public.
- Proprietary computer code: e.g., specialized reports and analyses developed to facilitate and/or improve AADC operations.
- Other proprietary technology information related to the computers, databases, networks, and systems that support AADC operations.
- Any other information that is proprietary to the AADC and/or is required to be kept confidential pursuant to agreements with third parties, such that the disclosure of such information would do harm to the Association or to such third party.

Volunteers may serve the AADC in a variety of capacities, including but not limited to: as a member of the AADC Board; as a member of a Department or a Committee established by a Department; as a member of a Standing Committee; as a member of a Special Committee or Task Force established by the Board, the Executive Committee, the Alumnae Council or the President; as a member of a Regional Group or Network; as a member of a temporary group established to assist in fundraising (for example, in conjunction with Reunion). As a result of this service, Volunteers may obtain access to Confidential Information as described in Article 1 and will be required to sign this Confidentiality Agreement.

Confidential Information may be obtained in various ways, including but not limited to:

- Through documents distributed or obtained in conjunction with meetings related to the above Volunteer activities. These documents include agendas, reports, member/donor/donor prospect/supporter listings, discussion papers, presentations, minutes or other written communications, including information shared through emails or other forms of electronic distribution.
- Through oral discussions, presentations, or other interactions among Volunteers, advisors, vendors, members of the AADC staff or other persons authorized to possess Confidential Information, whether in person or by phone, voice mail, or other electronic means.
- Through access to lists, databases, paper files, computer files, or other records of the Association.

For the purposes of this Confidentiality Agreement, Confidential Information shall not include information that:

- (a) Is readily available to the public in the same or an equally usable form as that maintained by the AADC, provided, however, that the Volunteer did not wrongfully release it to the public.
- (b) Has been lawfully received from an independent third party without any restriction and without any obligation of confidentiality.
- (c) Was lawfully known to the Volunteer prior to the time it was communicated by the AADC as confidential information.
- (d) Has been independently developed without access to or knowledge or use of AADC Confidential Information.
- (e) Was provided in response to a valid order by a court or other governmental body or was otherwise required by subpoena, provided, however, that the AADC was given notice.

ARTICLE 2: MAINTAINING THE CONFIDENTIALITY OF CONFIDENTIAL INFORMATION

The Volunteer acknowledges that any direct or indirect disclosure of Confidential Information to anyone outside of the AADC may injure the AADC's ability to carry out its mission by causing members and donors/supporters to lose trust in the AADC, and that Confidential Information constitutes a protectable interest of the AADC. Volunteers shall take all steps necessary to maintain the confidentiality of the Confidential Information, including, but not limited to:

- Volunteers shall use Confidential Information only in conjunction with their Volunteer duties.
- In performing these duties, the Volunteer shall not divulge, disclose, provide or disseminate, in any manner to any person or entity at any time, the Confidential Information described in Article 1 of this Agreement unless the AADC Board (or a designated officer acting on behalf of the Board) gives express consent in writing to such disclosure.
- A Volunteer shall not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Association.

A Volunteer shall take all reasonable steps to prevent intentional or unintentional unauthorized use, disclosure, or accidental loss/destruction of Confidential Information. In addition to the responsibilities described above, she shall:

- (a) Take reasonable steps to maintain the safety of Confidential Information (whether in paper, electronic, or some other form), including but not limited to maintaining the physical security of Confidential Information by using locked drawers, robust computer passwords and security software, appropriate computer backup procedures, and marking documents and/or other communications as "Confidential."
- (b) Refrain from discussing the Confidential Information of the AADC in public places or common areas.
- (c) Take reasonable efforts to avoid inadvertent disclosure caused by things including, but not limited to, open doors, speaker phones, etc.

- (d) Maintain particular awareness of what constitutes Personally Identifiable Information and the need to safeguard such information carefully. This includes not sharing individuals' contact information without consent.

The AADC acknowledges that Volunteers may use their personal equipment and/or facilities to receive, send, analyze, store, develop or otherwise use Confidential Information in conjunction with their role as a Volunteer. The same standards for protecting Confidential Information apply to AADC Confidential Information stored or processed using personal equipment/facilities.

ARTICLE 3: RELIEF FROM CONFIDENTIALITY REQUIREMENTS

In the event a Volunteer is requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information, the Volunteer shall provide the AADC with prompt written notice of such request or requirement so the AADC may: (i) seek an appropriate protective order or other remedy with respect thereto, (ii) consult with the Volunteer in taking steps to resist or narrow the scope of such request or legal process, or (iii) waive compliance, in whole or in part, with the terms of this Agreement.

Notwithstanding the foregoing, the AADC may consent to information being disclosed, or relieve the Volunteer from having to comply with this Agreement, in whole or in part, provided prior written consent is obtained from the Board of Directors.

ARTICLE 4: OWNERSHIP OF CONFIDENTIAL INFORMATION

The Volunteer acknowledges and agrees that all rights, title and interest in any AADC Confidential Information will remain the exclusive property of the AADC. Therefore, a Volunteer will have no interest in the Confidential Information, notwithstanding the fact that the Volunteer may have contributed to the creation of the Confidential Information.

ARTICLE 5: RETURN OF CONFIDENTIAL INFORMATION

When a Volunteer's service ends, whether through term expiry, resignation, or for any other reason, she shall follow AADC's procedures with respect to the return or destruction of all Confidential Information to which she has possession or access. These procedures may change from time to time and may include:

- Return of physical files in her possession to the AADC.
- Appropriate destruction of physical files, through shredding or other secure procedures.
- Deletion of electronically stored documents on computers, tablets, phones, flash drives, or other storage devices, including "cloud" storage.
- Deletion of emails, voice mails or other electronic messages containing Confidential Information.

- Return of emails to the AADC (through segregation and forwarding of emails to the AADC and subsequent purging them from the Volunteer's personal files).
- Relinquishment of passwords to drop boxes or other mechanisms used to access Confidential Information.
- Other methods/procedures defined by the AADC.

The AADC will provide a form or other mechanism that provides guidance for returning or destroying all Confidential Information (including all copies, reproductions, summaries, analyses or extracts thereof) and that requires the Volunteer to document how she handled the return or destruction of Confidential Information. Such completed form must be submitted within 45 days of the Volunteer's termination of service. If the AADC concludes that this documentation is not satisfactory, the Association reserves all rights and remedies it has at law and in equity to recover the Confidential Information, including the remedies set forth in Article 6.

ARTICLE 6: REMEDIES FOR BREACH

If a Volunteer misplaces or loses Confidential Information, or fails to maintain the confidentiality of Confidential Information in breach of this Agreement, then the Volunteer agrees to notify the AADC immediately and take all necessary actions to locate the Confidential Information or retrieve the improperly disclosed information.

If the AADC Board of Directors or its Executive Committee has reasonable cause to believe that a Volunteer has disclosed Confidential Information in breach of this Agreement, then the Board/Executive Committee may appoint a person or committee to investigate the matter. This person or committee shall request material facts from the Volunteer who has allegedly committed the breach and other relevant sources to determine if a breach has occurred. The results of the investigation shall be reported back to the Board, which shall decide on appropriate disciplinary action as needed.

The Volunteer agrees that a failure to maintain the confidentiality of the AADC's Confidential Information as defined in this Agreement may do irreparable harm to the Association. Recognizing the unique harm that may result from a breach of this agreement, the AADC reserves the right to seek all relief available to it at law. The AADC specifically retains the right to seek equitable relief in the courts of New Jersey by way of injunction or ancillary legal relief.

ARTICLE 7: NOTICES

Any notices required by these provisions should be addressed to the Executive Director of the AADC at the following address:

Associate Alumnae of Douglass College
181 Ryders Lane
New Brunswick, New Jersey 08901
ATTN: Executive Director

With a copy to:

Berkowitz, Lichstein, Kuritsky, Giasullo & Gross, LLC

75 Livingston Avenue

Roseland, New Jersey 07068

ARTICLE 8. SEVERABILITY/NON WAIVER

In the event any one or more of the provisions of the Agreement are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement shall not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in the Agreement shall be held to be excessively broad as to duration, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law. The failure or decision of the AADC not to enforce any part of this Agreement shall not be deemed as a waiver or surrender of its rights to enforce its terms.

ARTICLE 9. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties and supersedes all prior such confidentiality agreements. This Agreement will remain in effect until it is superceded by an updated signed Agreement between the AADC and the Volunteer and it shall remain in effect with respect to disclosure of AADC Confidential Information after the Volunteer's service has ended. This Agreement may not be changed or modified nor may any of its provisions be waived without approval from the AADC Board of Directors.

ARTICE 10. GOVERNING LAW

This Agreement and any litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to its conflict of laws principles. Any litigation arising out of or in connection with this Agreement shall take place in a state or federal court of competent jurisdiction in New Jersey.

ARTICLE 11: BINDING ON SUCCESSORS AND ASSIGNS

This Confidentiality Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns to the parties thereto.

ARTICLE 12: COUNTERPARTS AND SECTION HEADINGS

This Confidentiality Agreement may be executed in more than one counterpart, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

Section headings are provided in this Agreement for convenience only and shall not be deemed to substantively alter the content of such sections.

ARTICLE 13: INDEPENDENT COUNSEL

As with all legal agreements, the Volunteer may choose to obtain independent counsel and advice with respect to the subject matter of this Confidentiality Agreement.

EACH PARTY TO THIS AGREEMENT REPRESENTS AND WARRANTS TO THE OTHER PARTY THAT SUCH PARTY HAS READ AND FULLY UNDERSTANDS THE TERMS AND PROVISIONS HEREOF, HAS HAD AN OPPORTUNITY TO REVIEW THIS AGREEMENT, AND HAS EXECUTED THIS AGREEMENT BASED UPON SUCH PARTY'S OWN JUDGMENT.

(Date)

(Date

(Volunteer's Signature)

Executive Director's signature