CONFIDENTIALITY AGREEMENT

I acknowledge that, in my capacity as an Officer, Councilor or member on behalf of AACA, I may handle or have access to confidential information as defined below. Accordingly, in order to serve or continue to serve in such capacity, I agree as follows.

As a general matter, "Confidential Information" refers to any information or material which is proprietary to AACA, whether or not owned or developed by AACA, and which is not generally known other than through AACA. Confidential Information may include personal information concerning AACA's staff, volunteers, Councilors, Officers or membership, as well as organizational or other information that is not available to members of the public. More specifically,

Confidential Information includes business records and plans; financial statements; donor lists, records, or other information obtained concerning donors or prospective donors; technical information; computer programs and databases; copyrights and other intellectual property; any and all private information regarding staff, Councilors, Members and volunteers; and any and all other proprietary information.

Confidential Information does not include matters of public knowledge that result from disclosure by AACA staff, Councilors, Officers, members or volunteers; information rightfully received from a third party without a duty of confidentiality; information disclosed by operation of law; information disclosed with the prior written consent of AACA; and any other information that both AACA and/or members agree in writing is not confidential.

I agree not to misuse, misappropriate, or disclose any Confidential Information, directly or indirectly, to any individual or entity, or use any Confidential Information in any way, except as is required and appropriate in the course of my service to AACA.

I further acknowledge and agree that all Confidential Information, including but not limited to files, records, documents, and donor lists, whether prepared or created by me or others, is and shall remain the property of AACA.

Upon the written request of AACA, I shall return to AACA all materials containing Confidential Information, including both originals and copies. Within five business days of receipt of a request from AACA, I shall also deliver to AACA a written statement signed by me certifying that all such materials have been returned to AACA.

OFFICER, COUNCILOR, MEMBER:

Dated: _____

Signature: _____

Printed Name: _____