



NONDISCLOSURE & CONFIDENTIALITY AGREEMENT

I, _____, the undersigned, understand and agree that in the performance of my duties and activities associated with Equality Pennsylvania, Equality PA PAC, or Equality Pennsylvania Education Fund, (hereafter “Equality Pennsylvania”) I must maintain and safeguard the confidentiality of information about or received from the membership, families, organizational partners, donors, prospects and others with whom I or Equality Pennsylvania correspond or are in any way involved in the activities of Equality Pennsylvania. I understand this responsibility continues at all times, whether or not I am providing services to or am directly engaged in the activities of Equality Pennsylvania or contacting donors, prospects or others and continues if I cease my association with Equality Pennsylvania. This Agreement does not apply to discussions with any other person who has signed this Agreement and does not extend to the repetition or citation of materials already published by Equality Pennsylvania or other materials related to or about Equality Pennsylvania that are in the public domain without my fault or action or in response to the order of a court or other public authority.

I will protect the integrity of all information, and in particular written records and documents regarding staff, volunteers, constituents, donors and prospects, by using and storing such information in an appropriate and safe manner. I will treat any unpublished Equality Pennsylvania documents and information as proprietary and confidential.

I agree not to publish, directly or indirectly, any information or materials about directors, employees, volunteers or other persons associated with the activities of Equality Pennsylvania (even as data presented anonymously or in the aggregate) without first obtaining approval of the specific content from the Executive Director, or in the case of vacancy in that role, the officer acting as chief staff officer, or the executive committee of Equality PA. Further, if such publication includes case studies or other information that could reasonably lead to the identification of any person, I will obtain informed written consent to such publication from the affected person or such person’s representative. I further agree that while I am a Director, Employee or Volunteer of Equality Pennsylvania I will not publish information or opinions about the policies, procedures or operations of Equality Pennsylvania without first submitting such proposed publication (or a summary or any proposed oral presentation) to an officer of Equality Pennsylvania for review , and comment. Equality Pennsylvania reserves the right to require me to modify or refrain from making the proposed publication or presentation and I agree to abide by such requests.

I acknowledge and agree that, should I breach this Agreement, Equality Pennsylvania or any affected Affiliate or Chapter may bring a legal action to enjoin that breach to protect the confidentiality of directors, employees, staff, constituents and the donors and prospects of Equality Pennsylvania, and to preserve the reputation and goals of Equality Pennsylvania.

Finally, I understand that this agreement is binding in perpetuity, beyond my association with Equality Pennsylvania.

ACCEPTANCE

I, _____ agree to the terms of the non-disclosure and confidentiality agreement.

Signature

Date