

FCH PRIVACY NON DISCLOSURE & CONFIDENTIALLY AGREEMENT

This agreement is entered into by and between First Church Hopewell, hereinafter “FCH” and _____, hereinafter “Second Party”.

WHEREAS, FCH has possession of proprietary information and know-how relating to an idea, product or service, and wishes to utilize Second Party’s volunteer services but desires that Second Party agree not to disclose information learned by Second Party during such volunteering; and

WHEREAS, Second Party agrees to the provisions contained in this agreement as a condition of their volunteering or continuation thereof; and

WHEREAS, FCH and Second Party desire to enter into this agreement for the purposes of defining their rights and obligations regarding disclosure of confidential information and other purposes.

NOW, THEREFORE, FCH and Second Party do hereby agree, covenant and contract as follows:

1. **CONFIDENTIAL INFORMATION:** All information, ideas, products or services, processes, written material, samples, models and all other information of any type, whether written or oral, (“Confidential Information”), submitted to Second Party by FCH is now, and will remain, the property of FCH.
2. **NO RIGHTS OF SECOND PARTY:** Second Party shall have any rights, express or implied, to the Confidential Information except pursuant to the terms of this agreement.
3. **ACCESS BY SECOND PARTY:** Second Party may be given the right by FCH of access to Confidential Information.
4. **RETURN OF INFORMATION:** After termination of their volunteering service, Second Party shall return all confidential information to FCH.
5. **CONFIDENCE BY SECOND PARTY:** Second Party agrees to maintain the confidential information in confidence and not to use it for any other purpose other than in the performance of his or her duties of FCH. Second Party agrees not to disclose this information to anyone while volunteering or thereafter, without a written waiver from the FCH.

- 6. EXCLUSIONS: The obligations of Second Party shall not apply the information:
 - a) at the time of such confidential disclosure was available to the public;
 - b) subsequent to such confidential disclosure, became available to the public as a result of publication by another person legally entitled to do so;
 - c) was in Second Party's possession prior to such confidential disclosure by FCH;

- 7. TERM: This agreement shall exist until the termination or resignation of the volunteering service of Second party. However, the obligations of confidentiality and non-disclosure shall survive termination or resignation. Further, Second Party agrees not to use, directly or indirectly, any of the Confidential Information provided by FCH to Second Party at any time during or after termination or resignation.

- 8. INDEMNIFICATION: Second Party agrees to indemnify FCH from any and all loses and damages, including lost profits and attorney fees, occurring to , or lost by, FCH due to breach of this agreement by Second party.

- 9. AUTHORITY: All persons who sign this agreement warrant they have the right and authority to obligate themselves and the business or persons they represent.

- 10. BINDING: It is further understood that the obligation concerning keeping information confidential shall bind Second Party's family members.

- 11. GOVERNING LAW: This agreement shall be interpreted and governed in accordance with the laws of the State of Florida.

Dated this the _____ day of _____ in the year of _____.

FCH on behalf of FCH

Name

Title

Signature

Second Party Signature