



CONFIDENTIALITY AGREEMENT

This confidentiality agreement is hereby made and entered into on the _____ day of _____ Two Thousand, Seventeen (2017) by, and between, Hospice Greater Moncton/Hospice du Grand Moncton (the Organization) and _____(the EMPLOYEE, VOLUNTEER and/or Student)

AGREEMENT:

THE HOSPICE GREATER MONCTON WISHES TO PROTECT ITS CONFIDENTIAL INFORMATION. THE EMPLOYEE AND/OR VOLUNTEER AND THE ORGANIZATION ARE ENTERING INTO THIS CONFIDENTIALITY AGREEMENT TO PROVIDE SUCH PROTECTION TO THE ORGANIZATION UPON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IN CONSIDERATION OF THE FOREGOING THE PARTIES AGREE AS FOLLOWS:

Confidential Information shall mean, but is not limited to, plans, processes, reports, finances, business or strategic plans, compensation, donor lists or donors, client lists and clients and any information relating or belonging to Organization's clients, donors, customers, and any other third-party individuals organization transacts with whether furnished before or after date hereof, oral or written, and regardless of the form of communication or the manner in which it is furnished.

Employee and/or Volunteer shall not disclose, divulge, provide or disseminate, in any manner, to any person or entity at any time Confidential Information which may affect the Organization, or matters relating to the Mission of the Organization without Organization's express consent in writing. Employee and/or Volunteer agrees to maintain security measures to safeguard the confidential information.

Reasonable steps will be taken to maintain the secrecy of confidential information, including but not limited to, maintaining the security of confidential information by using locked drawers, computer passwords and marking documents as "Confidential".

Employee/Volunteer will not discuss Organization's business or its donors with anyone else other than personnel or representatives within the Organization.

Employee/Volunteer will refrain from discussing the business of the Organization or its donors in public spaces or common areas

Take reasonable efforts to avoid inadvertent disclosure caused by things including, but not limited to, open doors, speaker phones, etc., and

When destroying Organization documents or records containing confidential information, take the appropriate steps to ensure destruction is done properly. **This pertains to staff who are the only ones authorized to destroy information that is no longer required.**

Employee and/or Volunteer shall not, directly or indirectly, in any capacity, make known, disclose, furnish, make available or utilize any of the confidential information of the Organization other than in the proper performance of the duties contemplated herein, or as required by a court of competent jurisdiction or other administrative or legislative body.

Upon release from Organization, Employee and/or Volunteer shall return all confidential information within seven (7) business days, from the day the Employee and/or Volunteer is released, along with all copies including, but not limited to, anything disclosed by the Organization or made by the Employee and/or Volunteer. ****Anything that cannot be returned shall be completely destroyed, including deletion from all computers of all copies, reproductions, summaries, analyses, or extracts thereof or based thereon (whether**



in hard copy form, or on intangible media, such as electronic mail or computer files) in the Employee and/or Volunteer's possession. **If a legal proceeding has been instituted to seek disclosure of confidential information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered.**

The Organization reserves the right to inspect any and all devices used to conduct business or store Organization's information.

In the event one or more of the provisions of this 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

THE EMPLOYEE/VOLUNTEER HAS READ AND FULLY UNDERSTANDS THE TERMS AND PROVISIONS HEREOF AND HAS EXECUTED THIS AGREEMENT BASED UPON SUCH THEIR OWN JUDGEMENT.

Date

Date

Employee and/or Volunteer Signature

Organization Signature

Employee and/or Volunteer Name (printed)

Organization Representative Name(Printed)