

# Confidentiality Agreement

Volunteers, Staff and Board Members encounter personal and sensitive information that may be protected by law from disclosure. This is particularly true when assisting applicants of the Angel Fund, where medical records are received as part of the application process. It is very important to refrain from disclosing any information to third parties about our clients to avoid causing them harm.

I, \_\_\_\_\_, in consideration of my participation as a volunteer, staff or board member with Lump to Laughter, hereby agree to the following Confidentiality Agreement.

I understand that I may be given access to confidential and/or proprietary information to the extent necessary in order to perform my duties as a volunteer with Lump to Laughter. I shall not, at any time either during or subsequent to this participation with Lump to Laughter, make unauthorized disclosures or unauthorized use of any information that is considered to be proprietary or confidential by Lump to Laughter. Proprietary information includes, but is not limited to, client medical records and/or diagnosis status, all information, data, reports, analyses, processes, designs, plans, marketing data, procedures and policies templates, business plans and strategies, negotiations and contracts, research, and volunteer, donor or vendor lists, compilations, trade secrets, and confidential information, whether in written, oral or electronic form. Confidential information includes, but is not limited to, any personal information of any Lump to Laughter client served through the agency programs, employee, volunteer, board member, agency partner, or donor, whether in written, oral or electronic form.

All client and employer records and information relating to Lump to Laughter or its volunteers, agency partners, and donors are confidential and I will treat all matters accordingly. This includes any information protected under any applicable state or federal privacy law. No Lump to Laughter-related information, including without limitation, documents, notes, files, records, oral information, computer files or similar materials (except in the ordinary course of performing duties on behalf of Lump to Laughter) may be removed from Lump to Laughter premises without permission from Lump to Laughter staff. Additionally, the contents of Lump to Laughter's records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for an authorized business purpose and/or required by law. I will not disclose any confidential information, purposefully or inadvertently (through casual conversation), to any unauthorized person inside or outside Lump to Laughter. If I am unsure about the confidential nature of specific information, or whether specific information may be protected under state or federal law, I will ask the Lump to Laughter staff member supervising my actions as a project for clarification before disclosing the information.

Proprietary information and trade secrets are created at substantial cost and expense to Lump to Laughter. Unauthorized use or disclosure of confidential or proprietary information would cause irreparable injury to Lump to Laughter. I agree that monetary damages would not be a sufficient remedy for any breach of this agreement by me, and that, in addition to all other remedies, Lump to Laughter shall be entitled to seek (a) specific performance and (b) injunctive or other equitable relief as a remedy for any such breach, and I further agree to waive any requirement for any bond in connection with such remedy.

When I cease my participation as a volunteer with Lump to Laughter, I will return all Lump to Laughter-related information and property that I have in my possession, including without limitation documents, files, records, manuals, information stored on a personal computer, personal data assistant or computer disk, supplies, and equipment or office supplies.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date