



**CHERUBS - The Association of Congenital
Diaphragmatic Hernia Research, Awareness,
and Support**

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Support
Congenital Diaphragmatic Hernia
Public Awareness



CHERUBS CONFIDENTIALITY AGREEMENT FOR VOLUNTEERS

Date of Creation: August 17, 2009

This Confidentiality Agreement (this "Agreement") is made effective as of _____, 200__ between CHERUBS - The Association of Congenital Diaphragmatic Hernia Research, Awareness and Support, of 3650 Rogers Rd #290, Wake Forest, North Carolina 27587, and _____, of _____.

In this Agreement, the party who owns the Confidential Information will be referred to as "CHERUBS", and the party to whom the Confidential Information will be disclosed will be referred to as "Volunteer", which will encompass all volunteer and board positions held by Volunteer.

CHERUBS is engaged in running a CDH non-profit organization which includes confidential member information, medical records and contact information. CHERUBS also conducts confidential forums, listservs, conferences, get-togethers and other on-line and off-line activities, projects and events. Volunteer is engaged in volunteering for CHERUBS and may come into contact with confidential materials and / or information. to protect the privacy, confidentiality and legal rights of CHERUBS and it's members from 3rd parties and / or malicious or profitable intent. CHERUBS has requested that Volunteer will protect the confidential material and information which may be disclosed between CHERUBS and Volunteer. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to CHERUBS, whether or not owned or developed by CHERUBS, which is not generally known other than by CHERUBS, and which Volunteer may obtain through any direct or indirect contact with CHERUBS.

A. Confidential Information includes without limitation:

- member lists
- member database
- research database
- web site account information
- member contact information
- business records and plans
- financial statements
- customer lists and records
- trade secrets
- technical information
- products
- inventions
- product design information
- computer programs and listings
- source code and/or object code
- copyrights and other intellectual property
- medical records
- software access
- event details
- legal decisions and plans
- and other proprietary information.

B. Confidential Information does not include:

- matters of public knowledge that result from disclosure by CHERUBS
 - information disclosed by operation of law
 - information disclosed by Volunteer with the prior written consent of CHERUBS
- and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. Volunteer understands and acknowledges that the Confidential Information has been developed or obtained by CHERUBS by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of CHERUBS which provides CHERUBS with a significant service advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, Volunteer agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of CHERUBS. In addition, Volunteer agrees that:

i. No Copying/Modifying. Volunteer will not copy or modify any Confidential Information without the prior written consent of CHERUBS.

ii. Application to Employees. Further, Volunteer shall not disclose any Confidential Information to any employees of CHERUBS, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of Volunteer.

iii. Unauthorized Disclosure of Information. If it appears that Volunteer has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, CHERUBS shall be entitled to an injunction to restrain Volunteer from disclosing, in whole or in part, the Confidential Information. CHERUBS shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

iv. All member information is confidential and cannot be distributed in any way to third parties for any reason at any time. This includes names, address, phone numbers, e-mail addresses, and other personal information. This also includes personal e-mails and post on volunteer software as well as the CHERUBS website forums. The only information distributed will be included on our website, parent matches, and newsletter and will be distributed by the discretion of the president.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of CHERUBS, Volunteer shall return to CHERUBS all written materials containing the Confidential Information. Volunteer shall also deliver to CHERUBS written statements signed by Volunteer certifying that all materials have been returned within five (5) days of receipt of the request. If Volunteer no longer volunteers at CHERUBS for any reason, Volunteer shall not use CHERUBS Confidential Information in any form, for any reason or for any other organization, project, endeavor for business, personal, professional or non-profit use at any time for the duration of the life of the Volunteer.

IV. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

V. NO WARRANTY. Volunteer acknowledges and agrees that the Confidential Information is provided on an AS IS basis. CHERUBS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CHERUBS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. Volunteer does not represent or warrant that any product or business plans disclosed to Volunteer will be marketed or carried out as disclosed, or at all. Any actions taken by CHERUBS in response to the disclosure of the Confidential Information shall be solely at the risk of Volunteer.

VI. LIMITED LICENSE TO USE. Volunteer shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. Volunteer acknowledges that, as between Volunteer and CHERUBS, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of CHERUBS, even if suggestions, comments, and/or ideas made by Volunteer are incorporated into the Confidential Information or related materials during the period of this Agreement.

VII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of North Carolina and any legal actions will be limited to the State of North Carolina in the United States of America. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

Information Owner:

CHERUBS - The Association of Congenital Diaphragmatic Hernia Research, Awareness and Support



By: _____
Dawn M. Torrence Williamson
President and Founder

Recipient:

By: _____
Volunteer

Signed

Printed Name

Date

Volunteer Position(s)

E-Mail Address

Phone Number

Mailing Address