

CALIFORNIA ASSOCIATION FOR BEHAVIOR ANALYSIS

CONFIDENTIALITY AGREEMENT

The undersigned individual on the Board of Directors (“Director”) of California Association for Behavior Analysis (“CalABA”), in order to serve or continue to serve on this Board of Directors, agrees as follows:

1. Introduction.

CalABA owns or will own confidential information as defined below and Director is the individual to whom the confidential information has been or will be disclosed. Director has represented that Director will protect the confidential information which has been or will be disclosed to Director.

2. Confidential Information.

“Confidential Information” refers to any information or material which is proprietary to CalABA, whether or not owned or developed by CalABA, which is not generally known other than through CalABA, and which Director may obtain through any direct or indirect contact with CalABA.

(a) Confidential Information includes without limitation: business records and plans, financial statements, public policy information, donor lists, records or any information obtained concerning donors, technical information, computer programs and data bases, copyrights and other intellectual property, and any and all private information regarding other Directors and other proprietary information.

(b) Confidential Information does not include: matters of public knowledge that result from disclosure by CalABA, information rightfully received by Director from a third party without a duty of confidentiality, information disclosed by operation of law, information disclosed by Director with the prior written consent of CalABA and any other information that both CalABA and Director agree in writing is not confidential.

3. Protection of Confidential Information.

(a) Director may have access to and become acquainted with information concerning the operation and processes of CalABA, including without limitation, financial, public policy, personnel, fundraising, current or any future and proposed work, services or products, the facts that any such work, services or products are planned, under consideration, or in production, as well as any descriptions thereof, and other information that is owned by CalABA and regularly used in the operation of CalABA, and that such information constitutes CalABA’s Confidential Information.

(b) Director specifically agrees that Director shall not misuse, misappropriate, or disclose any Confidential Information, directly or indirectly, to any other person or use them in any way, except as is required in the course of Director's service to CalABA.

(c) Director acknowledges and agrees that the sale or unauthorized use or disclosure of any Confidential Information obtained by Director during the course of Director's service on the Board constitutes unfair competition. Director promises and agrees not to engage in any unfair competition, either during the term of Director's service on the Board or at any other time thereafter.

(d) Director further agrees that all files, records, documents, drawings, specifications, equipment, donor lists and similar items relating to CalABA, whether prepared by Director or others, are and shall remain exclusively the property of CalABA.

4. Unauthorized Disclosure of Information.

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

5. Return of Confidential Information.

Upon the written request of CalABA, Director shall return to CalABA all materials containing the Confidential Information. Within five (5) days of receipt of a request from CalABA, Director shall also deliver to CalABA a written statement signed by Director certifying that all materials have been returned to CalABA.

*Adopted by the CalABA Board of Directors on February 5, 2010
To be reviewed again by the Board prior to February 5, 2011*

DIRECTOR

Dated: _____

Signature: _____

Print Name: _____