**[TEMPLATE**]

**CONFIDENTIALITY AGREEMENT**

*In accordance with* ***2018 – 2020 Rules, By-laws and Constitution, National High School Rodeo Association,*** *Article II: Membership Associations- Membership, 15. “NHSRA membership associations shall have the authority to require duly elected members of their Boards of Directors to sign an oath of confidentiality that applies to confidential, legal, financial, proprietary and intellectual information of the association, as a requirement to serve on the Board of Directors.”*

This agreement (“Agreement”) is entered into between [name of director], a director of [name of state/province] High School Rodeo Association, and the \_\_\_\_\_\_\_\_\_ High School Rodeo Association, Inc., a \_\_\_\_\_\_\_\_\_\_\_ not-for-profit corporation (“\_\_\_\_\_\_\_”).

Director is duly elected to the Board of Directors of \_\_\_\_\_\_\_ and serves as a volunteer. In this capacity, Director will have or has access to certain confidential information of the \_\_\_\_\_\_\_\_.

Public disclosure of the confidential information would severely damage the corporation. In consideration of the preceding, Director agrees as follows:

1. **Confidentiality Agreement**

Director will not disclose to others, use for his or her personal benefit or otherwise misappropriate any of the following information of the \_\_\_\_\_\_ obtained due to his or her directorship position:

1. Board of Directors agendas, deliberations or individual voting decisions;
2. Non-public financial, legal, employee or other information;
3. Membership lists;
4. Terms of contracts or sponsorship agreements;
5. Member academic scores, test results or other non-public member information;
6. Other information as designated by the Board.

In addition, Director will not disclose any other non-public information concerning the business and affairs of the corporation which would cause the corporation to operate at a competitive disadvantage if disclosed.

1. **Term**

Director understands that this Agreement shall remain in effect so long as Director remains a Director of the \_\_\_\_\_\_\_ and for a period of 5 years thereafter.

1. **Exceptions to Confidentiality Agreement**

Director understands that the only exceptions to this Agreement are as follows:

1. Disclosures which are made to other volunteers, Directors or independent contractors of the \_\_\_\_\_\_\_, which are necessary for the performance of their duties;
2. Disclosures which are already public knowledge and where the public information was obtained from sources other than Director;
3. Disclosures that are authorized by the \_\_\_\_\_\_\_\_ in writing prior to release of the information; and
4. Disclosures of Membership lists which are necessary to hold elections; provided anyone receiving such information agrees to keep it confidential.
5. **Remedies**

Director understands and agrees to the following:

1. Any disclosure of non-public information or other information covered by this Agreement, will result in immediate and irreparable harm to the \_\_\_\_\_\_ for which it may have no adequate remedy at law and for which the corporation may seek equitable relief including a temporary restraining order and injunction. This shall not, however, preclude the corporation from bringing a claim against Director for appropriate damages caused by wrongful disclosure, use or misappropriation;
2. Violation of this Agreement by Director will result in immediate revocation of the Director’s membership in the \_\_\_\_\_\_\_\_\_\_ and termination of the Director from the Board of Directors and any office or other position that the Director may hold with the\_\_\_\_\_\_\_\_.
3. **Modification**

This Agreement shall not be modified except in writing and signed by the \_\_\_\_\_\_\_\_ and Director.

1. **Successors and Assigns**

This Agreement shall be binding on Director’s heirs and personal representative and shall inure to the benefit of the successors and assigns of the\_\_\_\_\_\_.

1. **Applicable Law**

This Agreement has been executed in [state] and shall be interpreted in accordance with the laws of\_\_\_\_\_\_.

 Dated: \_\_\_\_\_\_\_\_\_\_

 Director

The foregoing Confidentiality Agreement is accepted by [name of state/province association]

[Name of State/Province Association]

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_