

## Confidentiality Agreement

I, \_\_\_\_\_, hereby acknowledge that as a Board Member for the Food Bank of Northern Nevada, I will have access to confidential information concerning the Food Bank of Northern Nevada, including but not limited to Board discussions and initiatives; information on the Food Bank of Northern Nevada clients, employees, donors, contracts, investments, and vendors; and legal, financial, and other proprietary information about the organization.

I agree that I will not, at any time during my tenure on the Board or in the years following that tenure, divulge any such confidential information, nor transfer any such confidential information to any third party, nor use any such confidential information for my own purpose or for any purpose other than in connection with my authorized role as a Board Member of the Food Bank of Northern Nevada, unless such disclosure has been approved in writing in advance by the Food Bank of Northern Nevada. All Board materials will be made available on the FBNN managed Board Portal. Board members will be provided a secure login. FBNN's policy is that all communication ~~only~~ be sent to a personal email account not to a business account so as to ensure that confidential documents are not stored on or become the property of an un-affiliated third party, this includes downloading documents from the Board portal.- Calendar invites may be sent to both a personal and business email account if preferred by the Board member. This policy is not intended to prevent disclosure where disclosure is required by law.

I understand that, while Board Members are expected and encouraged to discuss the organization with one another and targeted publics, I shall not report opinions expressed in meetings, nor shall I report independently on committee action, or engage in any communication that has not been approved by the CEO or that would not be supported by Board policy, procedures, or decisions.

Board Members are cautioned to demonstrate professionalism, good judgment, and care at all times in handling any information related to the Food Bank of Northern Nevada to avoid unauthorized or improper disclosures of confidential information.

I agree that at the end of my term or upon my retirement, resignation, or removal from the Board of Directors, I will return to the Food Bank of Northern Nevada all documents, papers, and other materials, regardless of medium, which may contain or be derived from confidential information, in my possession or under my control. It is expected that Board Members will not use trade secrets, client lists, or other confidential information acquired by virtue of being on the Board, even after they complete their service with the Food Bank of Northern Nevada.

I acknowledge that any violation of this policy could cause harm to the Food Bank of Northern Nevada. Therefore, any Board member who violates this policy may be asked to resign his/her Board position.

I have read the Food Bank of Northern Nevada's policy on confidentiality presented above. I agree to abide by the requirements of the policy and to inform the Board Chair immediately if I believe any violation (unintentional or otherwise) of the policy or this statement has occurred.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_