

# Confidentiality Agreement

This Confidentiality Agreement is entered into as of the date of the last signature affixed hereto, by and between Austin Pets Alive! (“APA!” or “the ORGANIZATION”) and \_\_\_\_\_ (the “Employee”, “Board Member”, or “Volunteer”).

In consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the organization and Employee, Board Member, or Volunteer hereby agrees as follows:

1. The Organization employs the Employee as an at-will employee and either APA! or the Employee may dissolve this at-will employment relationship at any time with or without cause or notice.
2. The Volunteer or Board Member works without pay for the Organization at his or her choice for the benefit of the Organization and to further the mission of APA!.
3. Employee, Board Member, or Volunteer is subject to all Organization rules as outlined in current APA! policies, employee handbook, volunteer manuals, and any other procedures.
4. Employee, Board Member, or Volunteer agrees s/he owes duties of loyalty and confidentiality to the Organization at all times during his or her employment or volunteer work and following the conclusion of her or his employment or volunteer work, whether voluntary or involuntary, and agrees to hold in the strictest confidence any Confidential Information (as defined below) of which s/he has knowledge. Employee, Board Member, or Volunteer agrees that s/he will not use any such Confidential Information for his or her own benefit or to the detriment of the Organization and/or its Board of Directors and/or Officers during his or her work with the Organization or anytime thereafter. Unless required by law, Employee, Board Member, or Volunteer agrees not to disclose Confidential Information without express written authorization by the President, Director of Operations, or the Director of Finance to anyone other than the following people who are permitted access to Confidential Information.
  - a. Other Employees, Board Members, or Volunteers of the Organization who also have access to such information.
  - b. Current members of the Board of Directors; and/or
  - c. Consultants to the Organization, as directed by the President, Director of Operations or the Director of Finance
5. “Confidential Information” shall mean any information, including but not limited to, internal APA! activities, proprietary Organization information, donor lists and projects, customer lists and projects, data of any kind, animal care techniques, vendor lists, operating methods, trade secrets, costing, pricing and financial data, financial statements and projections, project results and tests, Organization business plans and proposals, data and information the Organization receives in confidence from any other party, personnel matters, or any confidential matters of the organization.
6. This Agreement is by and between Austin Pets Alive, Inc. (“APA!”) and its employees, volunteers, and any other individual receiving access to any documents, databases, or any other material maintained by APA!. By accessing the materials or information systems of

Austin Pets Alive! ("APA"), you agree to abide by any access and acceptable usage policies APA establishes.

- a. You agree not to share the password or access to your accounts with anyone.
  - b. You agree that all information contained in the these accounts is confidential and is the property of APA. This includes, but is not limited to, sharing a pet's file with any other person or making copies (electronic, digital download, or paper copies), sharing adopter's information with anyone, using information obtained to contact adopters, and/or accessing adopter'(s) adoption contract(s) and personal information for any personal purpose.
  - c. You agree that your access to and use of the information is limited to legitimate APA usage and terminates when your employment or volunteer status terminates.
  - d. You agree to take reasonable measures to maintain the confidentiality of the information and security of the accounts.
7. I disclaim all rights to any inventions, discoveries, ideas, source code, materials, and other intellectual property ("Technology") that I develop while performing work on behalf of the Organization. I understand and agree that all source code that I develop while performing work on behalf of the Organization will be licensed as open source technology. I will sign any assignment or other document requested by the Organization to establish my lack of ownership of the Technology without charge to the Organization, but at no expense to me. If there is Technology that I developed before working on behalf of the Organization and to which I claim ownership, I have listed it here:

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IN WITNESS WHEREOF, the Organization and Employee, Board Member, or Volunteer have executed and delivered this Confidentiality Agreement as of the date written below.

**EMPLOYEE, BOARD MEMBER,  
or VOLUNTEER**

**AUSTIN PETS ALIVE! (APA!)**

**By:** \_\_\_\_\_  
(Signature)

**By:** \_\_\_\_\_  
(Signature on behalf of APA!)

**Name:** \_\_\_\_\_  
(please print clearly)

**Name:** \_\_\_\_\_  
(please print clearly)

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

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