



## **Confidentiality & Non-Disclosure Agreement**

The Council member understands and agrees that as a volunteer, staff, Council member, committee member, and/or other representing and/or performing work for the Council he or she may require or acquire certain information that is and must be kept confidential.

The recipient of this document agrees that what he or she requires and/or acquires will be appropriately safeguarded and that he or she will use such information for the sole purpose of performing duties as outlined in the Council's governing policies and procedures in executing their designated role through the Council. In turn, the Council agrees to disclose or provide such information to Recipient, and they both agree as follows:

### **1. Confidential Information.**

- A.** Any personal health information acquired or required through the Council must adhere to federal and state regulation under the Health Insurance Portability and Accountability Act (HIPAA) and Florida Statute Chapter 119.
- B.** For the purpose of this Agreement, Confidential Information means any tangible or intangible data or information that is proprietary to the Council and not generally known to the public, including but not limited to:
  - (1) Marketing strategies, plans, financial information, projections, operations, business plans or performance results relating to past, present or future Council activities;
  - (2) Plans for products, services or customer lists;
  - (3) Concepts, reports, data, designs, tools, specifications, computer software, databases, inventions, information or trade secrets; and
  - (4) Any other information that should reasonably be recognized as confidential information.Confidential Information does not need to be novel, unique, patentable, copyrightable or constitute a trade secret to be considered Confidential Information.
- C.** Recipient acknowledges that Confidential Information is proprietary to the Council, has been developed and obtained through great efforts by the Council and that the Council regards all of its Confidential Information as trade secrets.
- D.** Confidential Information shall not include information which:
  - (1) Was known to Recipient prior to receiving such information from the Council;
  - (2) Is or becomes publicly available through the Council at no fault or failure of, or breach in this Agreement by, Recipient; or

(3) Is required to be disclosed in a judicial proceeding or otherwise required to be disclosed by law or regulation.

## **2. Use and Disclosure of Confidential Information.**

**A.** The Council may disclose or provide access to Confidential Information to Recipient. Recipient agrees to:

- (1) Use such information in the performance of work or the provision of services to or for the Council;
- (2) Only use such information under the supervision of the Council;
- (3) Keep such information confidential by using a reasonable degree of care;
- (4) Not disclose such information to any third party unless required or instructed to do so by the Council; and
- (5) Not copy, replicate, move or modify such information without prior written consent of the Council.

Recipient further acknowledges that the Council is solely responsible for making any determination as to what information, if any, is appropriate, reasonable and secure to release to any third party.

## **3. Non-Competition**

Recipient agrees that while he or she is performing work or providing services for the Council and for one year afterward, Recipient will not attempt to do business with or otherwise solicit any business contacts found by the Council or otherwise referred to Recipient by the Council for the purpose of circumventing or competing with the Council such that the Council fails to realize a profit, fee or other gain without specific written permission of the Council.

## **4. Remedies.**

The Council and Recipient acknowledge that the Confidential Information disclosed or provided by the Council is of a unique and valuable character and that unauthorized dissemination of such information would destroy or diminish its value. Because damages to the Council that would result from the unauthorized disclosure of Confidential Information would be impossible to calculate, both parties agree that the Council shall be entitled to injunctive relief preventing the dissemination of such information in violation of the terms of this Agreement. Such injunctive relief shall be in addition to any other to the Council under law or in equity.

The Council shall be entitled to recover any fees and costs, including reasonable attorneys' fees, in obtaining any such relief. Further, in the event of litigation under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses relating to such litigation.

## **5. Miscellaneous.**

**A.** This Agreement states the entire agreement between the parties concerning the disclosure or provision of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

**B.** This Agreement shall be governed and construed according to the laws of the state of Florida.

C. Any failure by either party to enforce the other party's performance of this Agreement will not constitute a waiver of that party's right to subsequently enforce any provision of this Agreement.

D. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

E. This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it without prior written consent of the other party.

**WHEREFORE**, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

This Agreement ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Florida Developmental Disabilities Council and \_\_\_\_\_ ("Recipient").

\_\_\_\_\_  
Signature - Recipient

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Signature. Authorized Representative, FDDC

\_\_\_\_\_  
Print or Type Name