**COUNCIL FOR EXCEPTIONAL CHILDREN**

**CONFIDENTIALITY AGREEMENT**

This CONFIDENTIALITY AGREEMENT (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **2016** by and between the **NAME OF ORGANIZATION**, having its principal place of business at **ADDRESS**, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The parties to this Agreement agree that the following terms and conditions shall apply whenever one party (the “Disclosing Party”) discloses Confidential Information to the other party (the “Receiving Party”).

In connection with the work/operations of NAME OF ORGANIZATION’s Board of Directors (the “Purpose”), the Receiving Party may be given or have access to certain confidential information of the Disclosing Party or third parties (collectively, “Confidential Information”). Confidential Information is all information that the Disclosing Party considers confidential or proprietary information of the Disclosing Party or third party sources, regardless of whether such information is marked as such by the Disclosing Party. Confidential Information shall include, but is not limited to, information regarding the organization, operations, programs, activities, policies, procedures, practices, financial condition, trade secrets, membership or customer lists, and standards of the Disclosing Party, its members, customers or third parties. Confidential Information also shall include, but is not limited to, unpublished or pre-release versions of the Disclosing Party’s documents and information, and internal use only or limited circulation documents and information. Confidential Information shall not include information that enters the public domain through no fault of the Receiving Party or which the Receiving Party rightfully obtains from a third party without comparable restrictions on disclosure or use. The Receiving Party shall use Confidential Information solely for and in connection with the Purpose and for no other purposes whatsoever.

No right or license under any trademark, patent or copyright now or hereafter owned or controlled by the Disclosing Party is either granted or implied by this Agreement or the disclosure of Confidential Information to the Receiving Party. The Receiving Party covenants and agrees not to disclose or permit to be disclosed any Confidential Information, and that the Receiving Party will not appropriate, photocopy, reproduce, or in any fashion replicate any Confidential Information without the prior written consent of the Disclosing Party.

The Receiving Party agrees that any disclosure of Confidential Information in violation of this Agreement shall cause immediate and substantial damage to the Disclosing Party and to any parties that provided the Confidential Information to the Disclosing Party. The Receiving Party agrees to use reasonable efforts, at least as great as the efforts the Receiving Party takes to protect its own confidential information, to maintain the confidentiality of the Confidential Information and shall not use any Confidential Information for its own benefit or that of a third party unless authorized in advance in writing by the Disclosing Party.

CONFIDENTIAL INFORMATION IS PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND. IN NO EVENT SHALL THE DISCLOSING PARTY BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OF THE CONFIDENTIAL INFORMATION DISCLOSED TO RECEIVING PARTY UNDER THIS AGREEMENT.

Either party may terminate this Agreement by providing thirty (30) days’ prior written notice to the other party. Any provisions of this Agreement that by their nature survive, including but not limited to obligations to maintain the confidentiality of Confidential Information, shall survive any termination or expiration of this Agreement.

This Agreement, including all rights, duties and obligations arising from or relating in any manner to the subject of this Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles. The Receiving Party shall comply with all applicable government export and import laws and regulations, and all other federal, state and local laws, regulations and other public policy.

This Agreement represents the entire agreement of the parties hereto pertaining to the subject matter of this Agreement, and supersedes any and all prior oral discussions or written correspondence or agreements between the parties with respect thereto. Only a writing signed by both parties may modify this Agreement. If any term of this Agreement shall be held to be illegal or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**COUNCIL FOR EXCEPTIONAL CHILDREN**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME

TITLE

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