

# Alabama Music Educators Association

## CONFIDENTIALITY AGREEMENT

This **Confidentiality Agreement** is entered into between all members of the Board of Directors and the organization.

As a member of the board, you will engage in discussions about policy decisions, financial position of the association, members' accounts, members' files, future plans of the association, professional standards, and other confidential and sensitive formation. In order to make prudent decisions that serve the best interest of the association, it is understood that the directors will be discussing and evaluating confidential, sensitive, and proprietary information.

Each member of Board of Directors agrees to the following:

1. "Confidential Information" as used herein, shall mean all information, documentation, concepts, data membership lists, bank records, financial records, findings from member grievances, marketing analysis, financial projections products, services, processes, software, trade secrets and devices disclosed or made available by any of the parties hereto to any of the other parties, including without limitation, the existence of discussions concerning the possibility of mergers, consolidation, sales of assets, etc..
2. Directors acknowledge and agree that the Confidential Information is proprietary and may include information that disclosure of or unauthorized use of this information may cause irreparable harm to member or the association.
3. Once an issue has been discussed and a final decision has been made by a majority of the officers and directors, all members of the board agree to abide by and support the decision.
4. The only persons with whom the directors may share the Confidential Information are other Officers and Directors of the association, the association staff, and the accountants and attorneys for association.
5. No rights or licenses, express or implied, are hereby granted to the parties hereto by any of the other parties under any patents, copyrights, or trade secrets as a result of or related to this agreement.
6. The restrictions and obligations of this agreement shall survive any termination, cancellation or expiration of this agreement, and shall continue to bind the parties hereto and their successors and assigns.
7. This agreement may be executed in any number of counterparts, all of which together shall be an original.

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

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

Position: \_\_\_\_\_