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|  **Chamber Board Policy** |  |  |  |
| TITLE:Confidentiality Agreement |  |   | POLICY / PROCEDURE: G01 |
| INITIATED BY:Board of Directors |  LAST UPDATED: 3/22/2011 |  DATE OF REVIEW: | DATE OF APPROVAL:02/23/2012 |

This agreement is entered into by and between The Chamber of Manitowoc County, Inc. (“Chamber”), and the undersigned director (“Director”), in consideration of Directors’ association with the Chamber, and other valuable consideration which is acknowledged by Director. The parties agree to be bound by the following terms and

conditions of this Agreement:

 1. Acknowledgement of Need For Protection of Confidential Information. Director acknowledges and understands that Chamber is a high-profile organization and Chamber participates in a competitive industry. As a result, the unauthorized disclosure of Chamber’s confidential or proprietary information to third parties could negatively impact Chamber’s business reputation and its ability to operate successfully. Director understands that, as a result of Director’s possession or anticipated possession of confidential and proprietary information from Chamber, this Agreement is necessary to protect Chamber.

 2. Confidential Information. “Confidential Information” as used in this Agreement shall refer to all internal information relating to the business, finance, personal, and/or other operations of Chamber which is identified as confidential or which, based on the type and nature of information, reasonably would be expected to be held in confidence by Director. Without limiting this definition, the following are examples of Confidential Information:

 A. Marketing and Sales. Marketing forecasts, market data, competitive information, marketing plans and strategies, quotation bids, customer lists, terms and conditions of contracts with outside customers, vendors, or other parties, media rates, and reports and notes regarding events and marketing activities.

 B. Operations. All information involving Chamber members, computer codes, security codes, information regarding security arrangements, information concerning alarm systems, keys and key codes, lock combinations, building access information, lists of vendors and suppliers, vendor and supplier pricing information, reports and notes regarding events and customers, and customer contractual terms and conditions.

 C. Finance and Management. All financial information for special events; all financial reporting and general ledger information; all audit results; all tax information (income tax, sales tax, payroll tax, etc.); all board of director minutes or minutes of other managerial meetings and all matter discussed at said meetings; cost accounting information; all competitive information of preparing bids; accounting numbers of checking, savings, and other banking accounts; and all information regarding cash held in-house, including balances or procedures for transferring/balancing/safekeeping cash.

 D. Human Resources. All human resource information involving Chamber employees, wage information, bonus payments, deferred compensation arrangements, employee information (including home addresses, telephone numbers, and personal information), employment agreements (including arrangements for resignation/termination), new-hire arrangements, staffing plans, layoff plans, disciplinary procedures and decisions, personnel files, medical information, drug test results, employee 401K and pension account information, and investigations into sexual harassment or other employee misconduct.

 E. Miscellaneous. All documents regarding communications with consultants and attorneys, any reports prepared by or for consultants or attorneys, all information regarding internal investigations.

 3. Agreement Not to Disclose Confidential Information. Director shall not, directly or indirectly, during and for a minimum period of two years after the end of Director’s affiliation with the Chamber, use any Confidential Information or disclose any Confidential Information to any unauthorized persons, or permit access to the Confidential Information by any unauthorized person without the prior written consent of the Chamber. The two-year limitation does not apply to any Confidential Information which qualifies as a trade secret under state or federal law, as all such information shall be protected beyond the two-year limitation until such time as it no longer qualifies as a trade secret. If Director has any questions whether the information is a trade secret, Director shall contact and consult with the Board Chairman of Chamber. The term “unauthorized person(s)” refers to any non-Board member of Chamber and any Chamber employee who has not been authorized to possess the specific Confidential Information.

 4. Return of Documents. Upon leaving chamber or at any time upon request, Director shall promptly deliver to Chamber all documents and records, regardless of form, which are in Director’s possession or under Director’s control and which pertain to Chamber’s Confidential Information. Director shall not retain or deliver to any unauthorized person copies of any such documents or records, regardless of form.

 5. Violation of Agreement. Director acknowledges that permanent and irreparable injury would result from a breach of this Agreement. As a result, upon any breach by Director, Chamber shall be entitled, in addition to all other remedies which may be available to it, to preliminary and permanent injunctive relief prohibiting Director from any violation of this Agreement. Chamber shall further be entitled to recover all costs, including actual attorneys’ fees, incurred in enforcing this agreement upon any breach.

 6. No Employment Relationship. Nothing in this Agreement shall be construed to create an employment relationship, and Director acknowledges he/she is not an employee of the Chamber.

 7. Amendment. This Agreement may not be amended or modified except in a writing executed by both Chamber and Director.

 8. Comprehension of Terms. Director acknowledges that Director has read this entire Agreement, has had the opportunity to discuss with a responsible representative of Chamber any questions Director may have regarding this Agreement, fully understands this Agreement’s provisions, and has signed it of Director’s own free will.