VOLUNTEER CONFIDENTIALITY AGREEMENT

*This Volunteer Confidentiality Agreement is made this _____day of _____, 20_____, by and between _____, (the "volunteer") and Freedom Church, Aberdeen, SD

*Whereas, the Volunteer has been engaged for his/her services by Freedom Church to, among other duties which may be assigned to the Volunteer, assist in the _____ departments of Freedom Church.

Now therefore, as part of the Volunteer's obligations as Volunteer of freedom Church, and in consideration of being permitted to serve, the Volunteer agrees as follows:

1) The Volunteer agrees that for and during the entire term of employment or volunteer position at Freedom Church, and thereafter as long as necessary to assure confidentiality, any information, financial data, personal files of staff, board members, volunteers, church members, family information, personal observations of children, family and home environment, shall be considered and kept as the private and privileged records and information of Freedom Church.
2) Information shall not be divulged to any person, firm, corporation, or other entity except on the direct, written authorization of the Executive Staff of Freedom Church.
3) If the Volunteer is provided with computer access by an assigned password, the computer information accessed by the Volunteer is confidential and may not be shared with others. The assigned password must also be kept confidential and shall not be divulged or given to others for their own use other than as required by Freedom Church procedures. In the event that the Volunteer believes another person had access to his or her password, the Volunteer shall immediately request a new password.
4) Upon the ending of a Volunteer position, the Volunteer agrees that he or she will continue to treat all information as private and privileged and will not release any such information to any person, firm, corporation, or other entity, by written or verbal statements except upon direct written authority of the Executive Staff of Freedom Church. Failure to maintain the information as private and privileged with be considered a breach of confidentiality and of this agreement. Freedom Church shall be entitled to an injunction by any competent court to enjoin and restrain the unauthorized disclosure of such information.
5) The Volunteer agrees to abide by Freedom Church's internal confidentiality procedures and protections regarding the access, dissemination, input and collection of confidential and private information with regard to data collection, Freedom Church records, email, the Internet, facsimiles, and other methods of transferring and recording information.
6) All information relating in any manner to Freedom Church's members or organization, whether prepared by the Volunteer or otherwise coming into the Volunteer's possession, shall be the exclusive property of Freedom Church and shall be returned immediately to Freedom Church
7) The Volunteer must further understand that the Internal Revenue Service views as unlawful the taking, using, revealing, or communication, whether or not for remuneration, of any of the Church's copyrights, trace secrets, proprietary information, financial information, contributor files, mailing lists, or trademarks in any way whatsoever. These intellectual and trade secret properties are under the exclusive ownership of a nonprofit religious organization, and the disclosure, use, or taking of nay of them in a direct violation of federal law. All such violations may be reported to and are investigated by the Internal Revenue Service. Significant excise taxes, prosecution and penalties can apply to individuals who have violated regulations related to nonprofit organizations.
8) This Agreement shall be governed by the law of the stat of South Dakota without reference to its conflict of laws provisions.
9) If all or any portion of any of the provisions of this Agreement shall be declared invalid, illegal or unenforceable by laws applicable hereto, then the performance of the offending provision or provisions shall be excused by the parties and invalidity, illegality, or unenforceability shall no affect any other provision of this Agreement

THE VOLUNTEER HAS READ AND VOLUNTARILY SIGNS THE CONFIDENTIALITY AGREEMENT

Signature_____ Date:_____

Print Full Name_____

*Please complete the first two Paragraphs of this document

Witnessed by_____