

# **HILDE B FOUNDATION**

## **NON-DISCLOSURE AGREEMENT (NDA)**

### **1. Purpose**

This Non-Disclosure Agreement ("Agreement") is made to ensure that confidential, sensitive, or proprietary information disclosed to the undersigned party ("Recipient") by the Hilde B Foundation ("Foundation") remains protected from unauthorized use or disclosure.

Recipient Initials: \_\_\_\_\_

### **2. Definition of Confidential Information**

Confidential Information includes but is not limited to: donor records, project plans, personal stories, financial documents, software, communications, and any nonpublic data shared orally, in writing, or electronically.

Recipient Initials: \_\_\_\_\_

### **3. Obligations of the Recipient**

The Recipient agrees not to disclose, publish, or share any Confidential Information with third parties, and to use such information solely for purposes related to their volunteer, contractual, or collaborative relationship with the Foundation.

Recipient Initials: \_\_\_\_\_

### **4. Exclusions**

Confidential Information does not include data that (a) was publicly known at the time of disclosure, (b) becomes publicly known through no fault of the Recipient, or (c) is required by law to be disclosed after reasonable notice to the Foundation.

Recipient Initials: \_\_\_\_\_

### **5. Duration**

This Agreement remains in effect during the Recipient's association with the Foundation and for a period of

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five (5) years after the relationship ends.

Recipient Initials: \_\_\_\_\_

### **6. Return or Destruction**

Upon termination of the relationship, the Recipient agrees to return or destroy all materials containing Confidential Information and certify such destruction if requested.

Recipient Initials: \_\_\_\_\_

### **7. No License**

Nothing in this Agreement grants the Recipient any rights or licenses to use the Foundation's trademarks, copyrights, or intellectual property.

Recipient Initials: \_\_\_\_\_

### **8. Legal Remedies**

The Recipient acknowledges that any unauthorized disclosure may cause irreparable harm to the Foundation, entitling it to seek injunctive or equitable relief without bond.

Recipient Initials: \_\_\_\_\_

### **9. Governing Law**

This Agreement is governed by the laws of the State of California. Any legal disputes shall be resolved within its jurisdiction.

Recipient Initials: \_\_\_\_\_

### **SIGNATURES**

Recipient (Print Name): \_\_\_\_\_

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

Hilde B Foundation Authorized Representative (Print Name & Title): \_\_\_\_\_

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

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

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

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