



## IIT Bombay Heritage Fund Volunteer Confidentiality Agreement

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This Volunteer Confidentiality Agreement ("Agreement") dated \_\_\_\_\_, is by and between the IIT Bombay Heritage Fund ("Heritage Fund"), a non-profit corporation based in Cupertino, California, and

\_\_\_\_\_, residing at \_\_\_\_\_,  
*(Name)* *(Address)*

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, an individual offering  
*(City)* *(State)* *(Zip Code)*

his/her services to assist the Heritage Fund in fulfilling its mission as a volunteer.

### 1. CONFIDENTIALITY

#### 1.1 My Duties

I shall protect the confidentiality of all of the Heritage Fund's Confidential Information. This means, among other things, that:

- a. I shall abide by all of the Heritage Fund's policies concerning Confidential Information.
- b. I shall use reasonable efforts to prevent other persons from misusing the Heritage Fund's Confidential Information.
- c. I shall notify the Heritage Fund if I become aware that any of the Heritage Fund's Confidential Information has been misused or disclosed improperly.
- d. I shall use the Heritage Fund's Confidential Information only for the benefit of the Heritage Fund.
- e. I shall not photocopy or otherwise reproduce any of the Heritage Fund's confidential information other than as part of my volunteer services; and
- f. I shall obtain the written consent of the President of the Heritage Fund (or a person the President has authorized to give such consent) before I permit anyone to know or use any Confidential Information of the Heritage Fund.

#### 1.2 Purpose of this Agreement.

- a. I have offered my services on a voluntary basis and in connection with offering such services, I will be given access to certain information and will generate work product(s) that the Heritage Fund considers proprietary or confidential; and
- b. I acknowledge that:
  - i. The Heritage Fund's confidential information is commercially and competitively valuable and is vital to the success of the Heritage Fund's mission;

ii. The unauthorized use or disclosure of the Heritage Fund's confidential information will cause irreparable harm to the Heritage Fund;

iii. By this Agreement, the Heritage Fund is taking reasonable steps to protect its legitimate interest in its confidential information; and

iv. The restrictions set forth in this Agreement are reasonably necessary to protect the Heritage Fund's legitimate interest in its confidential information.

### **1.3 Confidential Information**

The Heritage Fund considers all information relating to the following matters to be confidential (including any of such matters disclosed to me prior to and in contemplation of my volunteer services):

a. All data and information that is proprietary and confidential to the Heritage Fund, including but not limited to, papers, data, records, processes, methods, techniques, systems, models, samples, devices, equipment, compilations, invoices, membership lists, documents, financial data, test data, details of commercial arrangements and negotiations, membership data, or any other data or information that is not generally available to the public, and that has been provided by the Heritage Fund or a Heritage Fund Authorized Representative to me. Such information includes not only written information but also information transferred orally, visually, electronically or by any other means and copies, abstracts, summaries, or analysis of such information; and

b. All work product that I produce or perform pursuant to this Agreement, including but not limited to, any computerized databases, planning materials or documents, reports, files, records, memoranda, designs, data, drawings, plans, software, sketches, etc.; and

c. Any information labeled or otherwise treated as "secret," "proprietary," or "confidential" and;

d. Any other information that actually derives or may in the future derive independent economic value from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use and is subject to efforts by the Heritage Fund to maintain its secrecy.

### **1.4 Compilations of Public Information**

Certain of the Confidential Information consists of compilations and analysis of information that is in the public domain or otherwise generally available, but that would not be meaningful unless assembled by a person for the purpose of entering into the Heritage Fund's business. I acknowledge that the Heritage Fund has compiled this information over a long time and at considerable effort, expense, and opportunity cost. I acknowledge that this otherwise public information is in fact confidential and valuable because the use to which it has been put is not generally known, and I agree that I shall not use any of such public information for the purpose of conducting or helping others conduct any business similar to the Heritage Fund's business.

### **1.5 Information Developed By Me**

Confidential Information also includes all information that I learn, discover, or develop through my efforts on behalf of the Heritage Fund or in connection with the Heritage Fund's business.

### **1.6 Additional Responsibilities.**

In addition to those Duties above, I also agree to the following:

a. Nondisclosure.

I agree that I will not disclose, transfer, or otherwise communicate Confidential Information to any others without the prior written consent of the Heritage Fund, and then only to the extent specified in the written consent.

b. Degree of Care

I shall maintain Confidential Information received from the Heritage Fund with the same degree of care he/she uses to protect his/her own confidential and proprietary information of like importance, but in no event with less than a reasonable degree of care.

c. Property of the Heritage Fund

All Confidential Information, including, without limitation, documents, letters, charts, notes, writings, memoranda, printouts, disks, tapes, CD-ROMs, manuals, books and other records containing Confidential Information, as the case may be, furnished to me by the Heritage Fund or Heritage Fund Authorized Representatives, shall remain the property of the Heritage Fund, and shall either be destroyed or returned to the Heritage Fund promptly on completion of services by me to the Heritage Fund.

i. The Heritage Fund shall retain the intellectual property rights to any and all Confidential Information, including all work products produced or performed by use of such Confidential Information.

ii. In addition, all computer hardware, software, databases and other informational assets provided for my use by the Heritage Fund, its members or chapters, will remain the property of the Heritage Fund at all times

## **2. COMMUNICATION WITH OTHERS**

### **2.1 Contacting Other Volunteers**

I acknowledge that I may need to contact other volunteers from time to time, in connection with activities and programs related to the Heritage Fund. I agree that all such communications among volunteers to be conducted respectfully, with dignity and in accordance with best practice etiquette guidelines.

### **2.2 Confidential Information of Others**

I shall treat all information disclosed to the Heritage Fund by others, including personal information in the membership directory, as if such information were the Heritage Fund's confidential information

## **3. MEMORANDUM: DATABASE IMPROVEMENT**

I also acknowledge that I have received, read, and understand the Database Improvement Memorandum.

## **4. SPECIFIC PERFORMANCE**

I agree that it will be impossible to measure in money the damage to the Heritage Fund or to me if either the Heritage Fund or I fail to comply with any of the provisions of this Agreement, and that an award of money by itself will not be sufficient to make either of us whole. I agree that every provision of this Agreement is material. I therefore agree the Heritage Fund, as an aggrieved party under this Agreement shall be entitled to the issuance of an injunction or the enforcement of other equitable remedies against me, without bond or other security, to compel performance of all of the terms of this Agreement. I waive

any defenses to an equitable remedy, including without limitation the defenses of failure of consideration, breach of any other provision of this Agreement, and availability of relief in damages.

## 5. GENERAL PROVISIONS

### 5.1 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without reference to conflicts of laws principles.

### 5.2 Forum

Any legal action arising out of or in connection with this Agreement, or any breach thereof, shall be brought and prosecuted in a court of competent jurisdiction within Santa Clara County, California.

### 5.3 Severability

If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable in any jurisdiction, the remainder of this Agreement and the application of such provision to other parties and/or in other circumstances in such jurisdiction shall be interpreted so as best reasonably to effect the intent of the parties hereto.

### 5.4 No Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of any future enforcement of that provision or any other term hereof.

### 5.5 No Modification

No alteration, amendment, waiver, cancellation or any other change in any provision of this Agreement shall be valid or binding on either party unless mutually assented to in writing by both parties.

### 5.6 Entire Agreement

The terms and conditions in this Agreement constitute the entire agreement between the parties and supersede all previous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof.

AGREED and ACCEPTED:

DATE:

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Signature, Volunteer