

Client Confidentiality Agreement

As a Service Provider to Tegrete Corporation herein referred to as (“Tegrete”) providing said services for CLIENT herein referred to as (“Client”), as outlined in the Service Provider Agreement. (“Service Provider”) may have access to and receive “Confidential Information” (defined in the next section) about its staff, volunteers, mission, clients who it serves, and donors whose contributions are critical to the organization’s ability to serve its clients. Service Provider understands and shall ensure that each of its employees and agents or contractors understands that Client owns its Confidential Information, it is a key asset of Client, and Client has the right to protect its Confidential Information from being given to or disclosed to any person or entity outside the organization without written authorization, of Client on behalf of the Service Provider and each of its employees and agents or contractors who shall be bound by this Agreement. Service Provider enters into this Agreement voluntarily.

Definition of Confidential Information

In this Agreement, “Confidential Information” consists of all and each of the following:

1. **Client Materials.** This part of the definition extends to non-public Client documents, notes, files, records, oral information, computer files and similar materials, and all copies of same, about all and each of the following: The organization’s mission and activities; strategic plans; financial information; business policies, procedures, and techniques; research or development projects or results; trade secrets; clients lists, client health information, and information maintained about Client donors, prospective clients, donors, and prospective donors; and any information about Client Service Providers and other business partners.
2. **Confidential Information of Third Parties.** This part of the definition extends to information that relates to or is claimed by a client, prospective client, donor, or prospective donor to be such person’s confidential information. Service Provider, shall respect and keep such information strictly confidential, and not disclose such information to any person or organization, without the written authorization of Client.

Service Provider’s Promises

1. Unless authorized in writing by Client, Service Provider will keep all Confidential Information and will not copy, reproduce, or make notes of, divulge to anyone or any entity outside Client, or use any of the Confidential Information for Service Provider’s or another’s benefit or purpose. This includes during the period of time Service Provider is rendering services to Client, and after Service Provider’s contract ends.
2. Both during the period Service Provider is performing services for Client, and after Service Provider’s contract with Client, terminates, Service Provider will, when asked, promptly surrender and deliver to Client, (and will not keep in Service Provider’s possession or deliver to anyone else or other entity) the Confidential Information and all copies of same, and any and all other property of Client.

Remedies

1. Service Provider understands that a violation of this Agreement likely will result in disciplinary action including possibly the termination of Service Provider’s contract with Client. Service Provider further understands that Client will have the right to go to court to obtain any equitable and legal remedies that are appropriate for Client to protect its legal rights in its Confidential Information. Service Provider agrees that Minnesota law governs this Agreements and its interpretation.
2. Client waiver or failure to enforce any violation or provision of this Agreement will not constitute a waiver of its rights hereunder with respect to any violation or provision of this Agreement, and will be effective only if in writing, signed by Client, and then only in the specific instance and for the specific purpose given.

Service Provider Name: _____
(Please Print Name of Company)

Representative/Employee Signature: _____

Printed Name: _____

Date: _____