



Non-Disclosure Agreement

This Non-Disclosure Agreement (“Agreement”) is made and entered into by Second Harvest Food Bank Santa Cruz County (Second Harvest) a not for profit corporation, having its principal offices at 800 Ohlone Parkway, Watsonville, CA 95076 and the Recipient; you, the volunteer.

Second Harvest Food Bank Santa Cruz County and Recipient hereby agree as follows:

The Recipient recognizes that during the course of its temporary work with Second Harvest, the Recipient may acquire knowledge or confidential business information. Specifically, without limitation, the following information is deemed confidential: lists of Second Harvest’s vendors, donors and clients, those individual’s or corporate’s contacts and donation history, addresses or other contact information, banking information or stock donation information. The Recipient agrees to keep all confidential information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly to any third party any confidential business information, for Recipient’s benefit or for the benefit of another.

Upon request by Second Harvest, Recipient shall deliver all records, data, information, and other computer media or documents produced or acquired and all copies thereof Second Harvest. Such material shall remain the property of Second Harvest. This obligation of confidence shall not apply with respect to information that (i) becomes available to the Recipient from a source other than Second Harvest, which source has no obligation of secrecy with respect to the information; (ii) is developed independently by the Recipient without any portion of the development having been based on the information or data received from Second Harvest; (iii) is or becomes within the public domain; (iv) is required by the Recipient to be disclosed pursuant to lawful order or governmental action; provided, that the Recipient shall promptly notify Second Harvest of such order or action, and shall only disclose the minimum Confidential Information that is required to comply with the order or action.

This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of California.

IN WITNESS WHEREOF, this Non-Disclosure Agreement is executed as of the date submitted.

Name: _____

Date: _____

Signature: _____