

HEALTH TALENTS INTERNATIONAL, INC CONFIDENTIALITY AGREEMENT

Health Talents International is governed by a set of organizational values that place great emphasis on our role as a steward and fiduciary of philanthropic and community assets. In carrying out its mission and responsibilities, therefore, Health Talents International must protect its privacy and the privacy of its donors. As a nonprofit corporation, Health Talents International further recognizes its duty to manage its operations and assets in a manner consistent with customary business practices. Certain confidential business information is vital to the interests, success and ongoing credibility of Health Talents International, Staff, Volunteers, consultants, other independent contractors and agents of Health Talents International has access to a wide variety of information obtained by the organization. Any information obtained about the organization and its employees, donors and prospective donors must be kept confidential and used for internal purposes only. Health Talents International considers information that staff, volunteers, consultants, other independent contractors and agents receive or discover during the course of transacting Health Talents International business as strictly confidential. In order for Health Talents International to adhere to its fiduciary responsibilities and maintain a high level of public trust within the communities and constituencies that it serves, the confidentiality and sensitivity of such information must be honored.

In general, any information about Health Talents International its donors, prospective donors, grantees and grant applications and personal information about Health Talents International, Board members, advisory committee members, volunteers and staff that are obtained as a result of working with the organization should be considered strictly confidential. Such confidential information does not include information which is considered public in nature and which may be obtained from original sources other than Health Talents International. All documents, files, working papers, computer disks and storage tapes, and internal operating systems of Health Talents International and all other information that might be generated in connection with the work of the organization are the sole property of Health Talents International Under no circumstances is confidential information concerning donors, prospective donors, grantees and grant applicants, or other confidential information to be revealed or released to any parties outside the organization, except as required by law or as expressly authorized by the Executive Director. Examples of information that Health Talents International considers confidential may include but are not limited to, the following:

- Any information contained in a donor or prospective donor file;
- Any information gained about a donor or prospective donor from conversations with respective parties themselves or their financial or legal advisors, or from other employees;
- Any information regarding what grantees or grant applications or other nonprofit organizations;
- Any non-public information about grantees or grant applicants or other nonprofit organizations;
- Any financial information concerning any Fund of Health Talents International;
- Any information contained in internal databases about donors or prospective donors.

Employees, consultants, independent contractors and all other agents are cautioned to exercise care not to disclose confidential information unintentionally by indiscreet conversation or by careless handling of serious documents. This obligation to keep information confidential continues even after volunteers, consultants, independent contractors or agents cease to be employed or engaged by the organization Health Talents International may, at its sole discretion, pursue legal remedies if it believes any employee, former employee, consultant, independent contractor or other agent has disclosed confidential information or removed, copied or shared such information without prior consent. Further, it is understood that Health Talents International will be entitled to reimbursement of expenses associated with any litigation should any employee, former employee, consultant, independent contractor or other agent be found to have breached this agreement.

This policy was adopted by the Health Talents International Board of Directors on _____ and signed versions will be kept on file for all full-time and part-time employees.

I, _____, (Employee) do hereby acknowledge my full and complete understanding of the non-disclosure terms and conditions contained herein and by my signature on the line below I agree to abide by these terms and conditions as described above:

Signature

Date