This Non-Disclosure Agreement (“Agreement”) is entered into by and between The Mainstay Foundation (the “Organization”) and ___________________ (the “Volunteer”).

I. Confidental Information:

1. Confidential Information shall mean any and all information which is marked confidential or is of a nature which should reasonably be expected to be held confidential regardless of whether it be oral or written, and any information or material which is proprietary to the Organization, whether or not owned or developed by the Organization, which is not generally known other than by the Organization, and which the Volunteer may obtain through any direct or indirect contact with Organization.

2. Confidential Information shall include all information provided by the Organization to the Volunteer or prepared by Volunteer for Organization in connection with the work performed by Volunteer such as, including without limitation: technical and non-technical data and analysis; plans, proposals or feasibility studies; financial information; information relating to actual or potential clients or beneficiaries; marketing information; and any information relating to the business or affairs of the Organization.

II. Covered Parties:

For purposes of this Agreement, the definitions of the Volunteer shall be deemed to include any representative or agents of such party. Volunteer shall be solely responsible for all actions and obligations of its representatives or agents as if they were the actions and obligations of that party.

III. Non-Disclosure and Limitations of Use of the Confidential Information:

1. The Volunteer agrees that it shall use all the Confidential Information solely for purposes relating to the work performed for Organization, that all the Confidential Information will be kept strictly confidential and that the Volunteer shall not disclose any Confidential Information in any manner whatsoever, directly or indirectly, to any third party except as expressly permitted in this Agreement.

2. The Volunteer shall exercise, in good faith, the same degree of care in safeguarding the Confidential Information against any and all loss or other inadvertent disclosure as the Volunteer uses for its own confidential information of like importance.

3. In the event that Volunteer is requested or required (by oral question, interrogatories, requests for information or documents, subpoenas, civil investigation or similar process) to disclose any of the Confidential Information, Volunteer will provide Organization with prompt notice of such requests so that Organization, as applicable, may seek an appropriate protective order, or if appropriate, waive compliance with the provisions of this Agreement.
IV. **Ownership of the Confidential Information:**

1. The Organization may terminate the Volunteer’s review of the Confidential Information at any time upon notice to the other party. At the time of such termination or the conclusion of the discussions between the parties, the Volunteer shall immediately cease the further use of any Confidential Information and return it to the Organization or handle the Confidential Information in any other way agreed upon by the parties.

2. No termination or return of the Confidential Information will affect any of Volunteer’s obligations under this Agreement, unless otherwise agreed upon by the parties.

V. **Remedies:**

The Volunteer shall be responsible for any breach of this Agreement by the Volunteer. The Volunteer acknowledges and agrees that any disclosure of the Confidential Information except as provided in this Agreement may cause serious and irreparable damage to the Organization for which there may be no adequate remedy at law. Without limiting the Organization’s rights and remedies which are otherwise available, the Organization shall be entitled to equitable relief including, without limitation, an injunction, restraining order or specific performance for any breach of this Agreement by the Volunteer.

VI. **Indemnity:**

Each party shall indemnify, defend and hold the other party harmless from and against any and all claims, losses, defenses, actions, causes of action, damages, costs or expenses (including reasonable attorney fees and any other costs) both direct and indirect, asserted, claimed or caused if and to the extent the same arises in whole or in part, directly or indirectly, from any breach of this Agreement by that party.

VII. **Signatures:**

Volunteer acknowledges that Volunteer has received a copy of this Agreement, and has read this Agreement and understands its contents.

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