

**NON-DISCLOSURE AGREEMENT FOR VOLUNTEERS  
OF  
POWDERLY VOLUNTEER FIRE DEPARTMENT**

Powderly Volunteer Fire Department, Texas Nonprofit Corporation (“PVFD”) provides certain services to the public as part of its mission (the “Services”). As a volunteer for PVFD, you (“you” or “Volunteer”) will have access to certain Confidential Information (as defined in Section 2 below). To protect such Confidential Information and as a condition to PVFD providing you with access to such Confidential Information, you agree to the terms and conditions of this Non-Disclosure Agreement for Volunteers (this “Agreement”). PVFD is a 501(c)(3) non-profit organization.

1. You shall treat as confidential and preserve the confidentiality of all Confidential Information (as defined in Section 2 below) and shall use such Confidential Information only for purposes of providing services to PVFD. Without limiting the foregoing, you may provide Confidential Information only to (i) PVFD personnel authorized to use such Confidential Information as part of their official duties with PVFD on a need-to-know basis and (ii) to third parties only to the extent that the prior express written permission of PVFD and the respective owner of such Confidential Information has been secured in advance with respect to a particular use or release of the Confidential Information. This means, for example, that a person would have to give prior written approval for the release of his or her telephone number prior to your disclosing such information to, for example, a recent recipient of PVFD’s Services.

2. “Confidential Information” means all non-public, confidential and proprietary information belonging to PVFD, including, without limitation all information regarding the business and operations of PVFD, donations to PVFD, the donors to PVFD, and the recipients of PVFD Services, including, without limitation, all Personally Identifiable Information (as defined in Section 3) whether disclosed in writing or orally or observed by you. Confidential Information shall also include information pertaining to calls such as, but not limited to fires, rescue, automobile accidents, domestic violence, suicide, and criminal activities should be treated as confidential information and not discussed with anyone outside the PVFD. Confidential Information does not include any of the following: (i) information that is generally available to the public, other than due to your violation of this Agreement, (ii) information that is made available to you on a non-confidential basis prior to its disclosure to you by PVFD, (iii) information that you receive from someone that is not subject to an obligation of confidentiality to PVFD, or (iv) information that you independently develop without access to the Confidential Information belonging to PVFD. Despite anything to the contrary stated herein, Personally Identifiable Information shall, at all times, be deemed Confidential Information.

3. “Personally Identifiable Information” shall include, without limitation, any and all data or other information which is tied to, or which otherwise identifies, an individual or provides information about an individual in a way that is reasonably likely to enable identification of a specific person and make personal information about them known, including, without limitation, information regarding a person’s identity, home or other personal address, medical conditions or test results, financial information, parental status, sex, race, religion, political affiliation, personal assets, home or other personal phone number, email address and related information.

4. If you are required by law or by a subpoena or court order to disclose any Confidential Information, before doing so, you shall promptly notify PVFD of any requested disclosure and shall make all reasonable efforts to allow PVFD an opportunity to seek a protective order or other judicial relief.

5. As between you and PVFD, all Confidential Information will remain the sole property of PVFD. You will not copy any Confidential Information, in whole or in part, for any purpose other than the provision of services to or on behalf of PVFD. Upon the request of PVFD, you will return all Confidential Information, including, without limitation, all copies thereof, all notes or memoranda relating to Confidential Information and all documents, notes, memoranda, and computer diskettes (or other electronic media) that you received or created that incorporate, refer to or analyze any Confidential Information, and any and all copies thereof. All work product developed by you in the performance of services shall be the exclusive property of PVFD and you hereby assign all rights therein to PVFD.

6. You acknowledge that the restrictions contained in this Agreement are reasonable and necessary to protect the legitimate interests of PVFD, its members, donors and the individuals and families who are recipients of the PVFD Services. You agree that PVFD shall have the right to obtain a temporary restraining order, injunction or any other equitable relief from any court to halt or prevent the dissemination or use of such Confidential Information in violation of this Agreement.

7. You shall immediately notify PVFD if any unauthorized disclosure or use of such Confidential Information is discovered or comes to your attention including, without limitation, any unauthorized use by any other volunteer or staff member.

8. You will not provide, disseminate or disclose to PVFD the confidential information of any third party without the express prior approval of such third party.

9. The obligations set forth under this Agreement shall remain in force and effect and survive the termination of your services to PVFD.

10. This Agreement contains the entire agreement between PVFD and you with respect to the subject matter hereof. No variation, modification or changes to this Agreement shall be binding on either party unless set forth in a document executed by both parties.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and proper venue shall be in the state and/or federal courts of Lamar County, Texas.

12. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which when taken together shall constitute the same agreement.

IN WITNESS WHEREOF, this Agreement is executed as the later of the dates indicated beneath the signatures of the parties below.

**POWDERLY VOLUNTEER FIRE DEPARTMENT**

**“VOLUNTEER”**

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Sign

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Sign

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date