



## Candidate Nondisclosure Agreement

This Nondisclosure Agreement ("Agreement") is made this \_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between Florida PTA ("Organization") and \_\_\_\_\_ ("Candidate") with an address at \_\_\_\_\_.

WHEREAS Candidate wishes to be considered for the position of \_\_\_\_\_ ("Position"); with the Organization, and

WHEREAS Organization wishes to consider Candidate for the Position; and

WHEREAS during the course of the call for nominations, interviews, and/or candidate elections ("Process"), Candidate may be given or otherwise become aware of certain information which the Organization considers confidential and proprietary; and

WHEREAS organization intends and Candidate agrees that such information shall be kept proprietary and confidential in full compliance with the following terms and conditions.

NOW THEREFORE, the parties hereto agree as follows:

### 1. **Definition of Confidential Information**

A. Confidential or proprietary information ("Confidential Information") means information of a nature provided or obtained during the Process regarding the Organization, interview questions, business strategies, financial reports or plans, the Position and other Organization-related information which is not publicly known or available, or could reasonably be considered to be confidential and/or proprietary.

B. Confidential Information shall be subject to the restrictions and obligations specified in this Agreement whether or not it is in writing or other tangible form, and whether or not it is clearly marked as proprietary or confidential when disclosed or whether or not it is disclosed orally, electronically or visually.

### 2. **Obligations: Communication and use**

A. Confidential Information may be used by Candidate only for the purpose of evaluating the Position and may not be disclosed or shared directly or indirectly by Candidate to third parties or used for Candidate's own benefit or gain and may not be used for the gain or potential gain of any party other than the Organization.

B. Under no circumstances may Candidate disclose Confidential Information to any other Candidate, to any former or prospective Florida PTA Board Member or Committee Member or to his/her current, former or prospective colleagues.

C. Candidate shall use the same degree of care, but never less than a reasonable standard of care, to prevent the unauthorized disclosure or dissemination of Confidential Information as Candidate would use to protect his/her own similar confidential information.

D. Candidate shall not disclose to any parties the terms of this Agreement.

E. All tangible Confidential Information shall remain the property of Organization, and all such information and final copies thereof shall be immediately returned at the written request of Organization. In the event the Candidate is not slated or does not accept the Position, Candidate shall immediately return all Confidential Information, including copies.

**3. Duration of Nondisclosure Obligation**

A. Unless mutually agreed otherwise in writing, Candidates obligations hereunder with respect to each item of Confidential Information shall expire immediately following the General Election of Officers.

**4. General**

A. The breach of any part of this Agreement by Candidate may cause immediate and irreparable injury to Organization and the Process due to the unique nature of the Confidential Information.

B. In the event Organization must bring any action to enforce or protect any of the terms of this Agreement, Organization may withdraw the name of the Candidate for further consideration of the Position.

C. Candidate represents that this Agreement has been duly executed by Candidate and constitutes a valid, binding and enforceable obligation.

Candidate Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_