



**FORM CS3**

## **Confidentiality Agreement**

Seventh Day Adventist Reform Movement



THIS CONFIDENTIALITY AGREEMENT ("Agreement") dated \_\_\_\_\_, is by and between the Seventh Day Adventist Reform Movement ("Church") and \_\_\_\_\_ (referred to as "I" or "me" below).

1. WHEREAS, the Church and I agree that the Bible was written by the inspiration of the Holy Spirit and is our guide and rule of daily life;
2. WHEREAS, the Scriptures forbid the spreading of gossip, slander and the betraying of confidences (Exodus 23:1; Leviticus 19:16; Proverbs 6:19, 11:13, 16:28, 20:19; Romans 1:30; 1 Corinthians 6:10; 2 Corinthians 12:20 and Titus 2:3);
3. WHEREAS, as an inducement to the Church to allow me to volunteer, or to hire me or continue to employ me, or to provide me access to its confidential information, or to provide me compensation and/or benefits, as the case may be, I have agreed to execute this Agreement and be bound by its terms and covenants.

NOW, THEREFORE, in consideration of the above premises, I agree to be bound by the terms, conditions and covenants set forth herein:

### **1. CONFIDENTIALITY**

1. **Duty to Maintain Confidentiality.** I promise and agree that, except to the extent the use or disclosure of any Confidential Information (as defined below) is required to carry out my assigned duties with the Church, during my employment or volunteering with the Church and thereafter: (a) I will keep strictly confidential and not disclose to any person any Confidential Information, including information provided to me as a member of any Church committee, including as a member of ChurchSafe Case Resource or Case Response Group, and (b) I will not use for myself or for any other person or entity any Confidential Information. However, this provision shall not preclude me: (i) from the use or disclosure of information known generally to the public, other than as a result of my violation of this Section; or (ii) from any disclosure required by law or court order, so long as I provide the Church immediate written notice of any potential disclosure pursuant to this subsection and take all reasonable and lawful steps to limit the extent of such disclosure.
2. **Definition.** The term "Confidential Information" means all non-public information furnished to, obtained by, or created by me within the course and scope of my work (volunteer or otherwise) with the Church. Confidential Information includes, but is not limited to, such information relating to: (i) Church participants, including lists, contact information, prayer requests, personal information; (ii) the Church's finances, including personal financial/salary information related to the staff or members, the Church's financial statements, balance sheets, offerings information, cash flow, forecasts and cost analyses; (iii) the Church's plans and projections for opportunities for new or developing ideas; and/or (iv) the Church's research and development activities and technical data.
3. **Return of Property.** I agree that all Church property, files, documents, equipment, data and information used, prepared, or collected by me as part of my employment or volunteering with the Church, in whatever form, will at all times remain the property of the Church. I also agree that all Confidential Information that comes into my possession, whether prepared by me or others, is and will remain the property of the Church. I agree that I will return upon the Church's request at any time (and, in any event, prior to the end of my employment or volunteering with the Church) all property, files, documents, equipment, data and information belonging to the Church in my possession or control, regardless of how stored or maintained and including all originals and copies.

### **2. REASONABLENESS OF RESTRICTIONS**

I recognise that the terms of this Agreement are necessary to protect the Church's confidential information and the sensitivity of such information. I also agree that its terms are fair and reasonable. Thus, I agree not to contest the general validity or enforceability of this Agreement. The covenants in this Agreement shall survive the termination or end of my employment or volunteering with the Church as set forth above, regardless of the date, reason or manner of my separation. I acknowledge that this Agreement is supported by good and valuable consideration.

IN WITNESS WHEREOF, the parties have duly executed this Confidentiality Agreement as of the date first above written.

YOUR SIGNATURE: \_\_\_\_\_

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Member of (Church or Field): \_\_\_\_\_