



## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of \_\_\_\_\_ between the  
*Date*  
Lancaster County Food Hub and \_\_\_\_\_.  
*Print Name of Recipient*

In this agreement, the party who owns the Confidential Information will be referred to as "the Hub," and the party to whom the Confidential Information will be disclosed will be referred to as "the Recipient."

The Hub is engaged in Non-Profit Service. The Recipient is either an employee, a consultant and/or a volunteer/donor. The Hub has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Hub and the Recipient.

### I. CONFIDENTIAL INFORMATION

The term "Confidential Information" means any information or materials which is proprietary to the Hub, whether or not owned or developed by the Hub, which is not generally known other than by the Hub, which the Recipient may obtain through any direct contact with the Hub.

#### A. Confidential Information includes without limitation:

1. Business records and plans
2. Financial Statements
3. Customer lists and records
4. Donor lists and records, including donor identity and donation or pledge amounts
5. Other proprietary information

#### B. Confidential Information does not include:

1. Matters of public knowledge that result from disclosure by the Hub
2. Information rightfully received by the Recipient from a third party without a duty of confidentiality
3. Information independently developed by the Recipient
4. Information disclosed by operation of law
5. Information disclosed by the Recipient with the Prior written consent of the Hub
6. Any other information that both parties agree in writing is not confidential

### II. PROTECTION OF CONFIDENTIAL INFORMATION

The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by the Hub by the investment of significant time, effort and expense and the Confidential Information is a valuable, special and unique asset of the Hub which provides the Hub with a significant competitive advantage and needs to be protected from improper disclosure. The Recipient agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without prior written consent of the Hub. The Recipient shall under no circumstances disclose Confidential Information for personal use, whether or not for financial gain. In addition, the Recipient agrees that:

A. *No Copying/Modifying.* The Recipient will not copy or modify any Confidential Information without the prior written consent of the Hub.

B. *Application to Employees.* Further, the Recipient shall not disclose any Confidential Information to any employees of the Recipient, except those employees who are required to have Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of the Hub.

C. *Unauthorized Disclosure of Information.* If it appears that the Recipient has disclosed (or threatened to disclose) confidential Information in violation of this Agreement, the Hub shall be entitled to an injunction to restrain the Recipient from disclosing, in whole or in part, the Confidential Information. The Hub shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

### III. RETURN OF CONFIDENTIAL INFORMATION

Upon the written request of the Hub, the Recipient shall return to the Hub all written materials containing the Confidential Information. The Recipient shall also deliver to the Hub written statements signed by the Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

### IV. RELATIONSHIP OF PARTIES

Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership or joint venture.

### V. NO WARRANTY

The Recipient acknowledges and agrees the Confidential Information is provided on an AS IS basis. The Hub MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE HUB BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH, OR ARISING OUT OF, THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Hub does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient.

### VI. LIMITED LICENSE TO USE

The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. The Recipient acknowledges that as between the Hub and the Recipient, the Confidential Information and all related copyrights and suggestions, comments and/or ideas made by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

VII. GENERAL PROVISIONS

This Agreement sets forth the entire understanding of the parties regarding confidentiality. The obligations of confidentiality shall survive indefinitely from the date of disclosure of the Confidential Information. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Pennsylvania. This Agreement shall not be assignable by either party and neither party may delegate its duties under this Agreement without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed and delivered in the manner prescribed by laws as of the date first written above.

Information Owner: \_\_\_\_\_  
*Signature (Lancaster County Food Hub Representative)* \_\_\_\_\_  
*Date*

Recipient: \_\_\_\_\_  
*Signature* \_\_\_\_\_  
*Date*