



528 HENNEPIN AVENUE SUIT 307 MINNEAPOLIS MN 55403

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

By signing this Agreement, I, _____ acknowledge and agree to the following:
(print name)

I understand that as a member of Twin Cities Gay Men's Chorus (TCGMC) Artistic Search Committee, I may have access to a variety of TCGMC's confidential information and trade secrets, including but not limited to sensitive or proprietary information. "Confidential Information" includes, but is not limited to: TCGMC's artistic, business, and financial records; contact information and other details on employees, members, board of directors, constituents, volunteers or clients; artistic production sources and contacts, funding sources and contacts, music industry contacts; and any other information considered by TCGMC to be confidential, proprietary or a trade secret, all as may exist from time to time.

As a condition of my serving on the TCGMC Artistic Search Committee, I promise and agree that I will not:

- disclose to any person or entity any Confidential Information;
- use Confidential Information for any reason except in completing the tasks TCGMC has assigned to me, as instructed by TCGMC;
- directly or indirectly copy, take, or remove from TCGMC's premises, any of TCGMC's Confidential Information, or any other documents, materials or property owned by or in the possession of TCGMC.

I understand that these obligations remain in effect during and indefinitely after the term of my serving on the TCGMC Artistic Director Search Committee. If I have any questions about what material is considered Confidential Information, I will seek guidance from TCGMC's Executive Director. I agree to return or destroy all Confidential Information and all other property of TCGMC upon the earlier of completion of my volunteer services or upon demand by TCGMC.

I understand that failure to observe this Agreement will result in disciplinary action, including my dismissal from the TCGMC Search Committee and possible dismissal from Twin Cities Gay Men's Chorus Origination. I further understand that violation of this Agreement, including but not limited to personal use of, or release to the public of, Confidential Information, would cause irreparable injury to TCGMC's reputation. Therefore, I understand that no adequate remedy exists at law if I fail to perform or breach my obligations under this Agreement, that it would be difficult to determine the amount of resulting damages, and that such breach would cause irreparable injury



Twin Cities Gay Men's Chorus

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to TCGMC. TCGMC therefore shall be entitled to injunctive relief to prevent or restrain any breach of this Agreement.

Any disputes that arise out of this Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota and the exclusive jurisdiction and venue for any dispute shall be the state courts in Hennepin County, Minnesota or the United States District Court for Minnesota. I hereby agree to the personal jurisdiction of such courts. This Agreement expresses the full and complete agreement between TCGMC and _____ regarding
(print name)
the subject matter hereof.

ACCEPTED AND AGREED:

Volunteer Signature

Date

Volunteer Printed Name

TCGMC Staff Signature

Date

TCGMC Staff Printed Name and Title