

**THE WATERSHED AGRICULTURAL COUNCIL OF THE NYC WATERSHEDS, INC.  
DIRECTOR/NON-DIRECTOR COMMITTEE MEMBER  
CONFIDENTIALITY AGREEMENT**

I, \_\_\_\_\_, ("Director, Non-Director Committee Member") hereby acknowledge that I am a Director or Non-Director Committee Member of the Watershed Agricultural Council ("WAC"), and that I hereby acknowledge and agree as follows:

During the course of my service there may be disclosed to me, or I may otherwise obtain, or be made aware of, certain written, verbal or implied proprietary knowledge and/or information (collectively "Confidential Information") relative to WAC's activities and operations, including, but not limited to: employee information, other than name, position and dates of employment; donor information other than name and level of donation; information relative to contracts being negotiated and specific detailed information after contract signature except the names of the parties involved and the general nature of the work contracted for; information relative to participation in the conservation easement program, including lists of applicants, all information prior to closing on an easement and all information after closing except that which is submitted to the towns; all information specific to a whole farm plan ("WFP"), nutrient management plan ("NMP") and watershed forest management plans ("WFMP") except the name of the individual/farm participating; names and addresses collected by WAC, except for collaborative efforts with partners; Board and Committee members information, except for name and dates served; and other information received in service to WAC that may be marked "confidential" or for "internal review only".

For, and in consideration of, my service with WAC, I shall not during, or at any time after the completion of my service, disclose or divulge to any other individual or entity any Confidential Information, as defined herein, except (i) if expressly permitted by an authorized representative of WAC; (ii) as may be required or permitted by law, court order or subpoena; (iii) to my spouse and/or attorney, provided that I make the person to whom disclosure is made aware of the confidentiality provisions of this Agreement and such person also agrees or is required by statute to be bound by the provisions stated herein; or, (iv) if such confidential information is, or becomes available to, the public through no breach of the Agreement. I further agree not to solicit or initiate any demand by others not party to this Agreement for any disclosure of confidential information.

Furthermore, upon the completion of my service with WAC, whether voluntary or involuntary, I shall return to WAC all documents and property of WAC, including but not limited to: correspondence, lists or other information relative to WAC's funders, donors, clients, officers, directors, committee members or employees; and any other confidential materials or copies thereof relating in any way to the WAC's activities or operations, or in any way obtained by me during the course of my service with WAC. I further agree that I shall not retain copies, notes or abstracts of the foregoing information or materials.

I acknowledge and agree that I have been advised that my failure to adhere to the terms of this agreement may result in disciplinary, or other form of adverse, action, up to, and including immediate termination of Board or Committee membership.

I further acknowledge and agree that this Agreement in no way alters or amends the nature of my service with WAC, including adherence to any, and all, statutory, regulatory and/or ethical duties, responsibilities and/or obligations.. This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of WAC, its successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Director/Non-Director Committee Member Signature

\_\_\_\_\_  
WAC Chairman