

# SPENCE-CHAPIN

*Connecting tomorrow's families*

## Confidentiality Agreement

By my signature below, I, \_\_\_\_\_, hereby acknowledge that, in the course of performing services for Spence-Chapin Services to Families and Children (“Spence-Chapin”), whether in the capacity of an employee, agent, consultant, independent contractor or volunteer; and whether paid or unpaid while serving in any such capacity; and whether serving full-time, part-time or even on an occasional or one-time basis in any such capacity, I may become privy to confidential information of Spence-Chapin, the disclosure of which could cause irreparable harm and/or significant injury to Spence-Chapin, Louise Wise and any other agencies or entities whose records and/or files are presently in the possession of Spence-Chapin, and/or their clients (including, but not limited to, adoptees, adoptive parents, prospective adoptive parents and birth parents). Therefore, by signing below, I hereby agree, to the following terms and conditions:

1. For purposes of this Agreement, the term, “Confidential Information”, shall include, but not be limited to, any and all information acquired by me in the course of performing services for Spence-Chapin that pertains to (i) professional services rendered by Spence-Chapin, Louise Wise and any other agencies or entities whose records and/or files are presently in the possession of Spence-Chapin; (ii) present and former clients of Spence-Chapin, Louise Wise and any other agencies or entities whose records and/or files are presently in the possession of Spence-Chapin; (iii) the internal operations of Spence-Chapin, Louise Wise and any other agencies or entities whose records and/or files are presently in the possession of Spence-Chapin; and (iv) the business and employment practices and policies of Spence-Chapin, whether any such information was communicated in writing, orally, via computer or facsimile machine or by any other tangible or intangible mode of communication.
2. All Confidential Information is owned solely by Spence-Chapin and I shall acquire no rights with respect to, or any interest in, any such Confidential Information.
3. I shall not use any Confidential Information for my own benefit except for the purpose of performing my obligations to Spence-Chapin.
4. I shall maintain all Confidential Information in the strictest confidence and shall not disclose any such information to, or use any such information for the benefit of, any other person, firm or agency, governmental or private (a “Third Party”), without the prior written consent of a Spence-Chapin Department Head.
5. I shall not remove from Spence-Chapin’s offices any active or closed case files, or make copies of or take notes with respect to any materials or information contained therein, without the express consent of my supervisor at Spence-Chapin.
6. I shall not disclose to any Third Party the name, address or phone number or other identifying information pertaining to any present or former client of Spence-Chapin, Louise Wise and any other agencies or entities whose records and/or files are presently in the possession of Spence-Chapin. Nor shall I disclose to any Third Party the fact that any present or former client of Spence-Chapin, Louise Wise and any other agency or entity whose records and/or files are presently in the possession of Spence-Chapin, is or was a client of

Spence-Chapin, or is or was an adoptee, an adoptive parent or a birth parent who surrendered or considered surrendering their child for adoption.

7. Unless my job responsibilities explicitly mandate or necessitate client contact, I shall not communicate with any present or former client of Spence-Chapin, Louise Wise or any other agencies or entities whose records and/or files are presently in the possession of Spence-Chapin, without the prior written consent of a Spence-Chapin Department Head. If any present or former client of Spence-Chapin, Louise Wise or any other agencies or entities whose records and/or files are presently in the possession of Spence-Chapin, was personally known to me prior to and independent of my becoming associated with Spence-Chapin, I shall nonetheless refrain from disclosing to such person my knowledge that such person is or was a client of Spence-Chapin, Louise Wise or any other agency or entity whose records and/or files are presently in the possession of Spence-Chapin, or is or was an adoptee, an adoptive parent or a birth parent who surrendered a child for adoption or considered surrendering their child for adoption.
8. At such time as I cease to perform services for Spence-Chapin, I shall return to Spence-Chapin or destroy (whichever Spence-Chapin shall direct) any tangible Confidential Information in my possession, including, but not limited to, any notes I have taken regarding Confidential Information and any information stored on computer disk or other electronic storage device.
9. The confidentiality obligations under the terms of this Agreement shall remain in effect in perpetuity.
10. As any breach by me of any of the confidentiality obligations hereunder could cause irreparable harm and/or significant injury to Spence-Chapin, Spence-Chapin shall be entitled to exercise all available remedies under the law to enforce this Agreement.
11. This Agreement shall be governed by and construed and interpreted in accordance with the substantive laws of the State of New York. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Receipt of this Agreement acknowledged

by \_\_\_\_\_, an authorized representative of Spence-Chapin, as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

*Spence-Chapin promotes equal opportunity for all employees and applicants. In doing so, we comply with local, state, and federal laws and regulations to ensure an equal opportunity for everyone. We don't discriminate in employment opportunities or practices on the basis of race, ancestry, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, citizenship, military service obligation, veteran status or any other basis protected by federal, state or local laws. Our policies and personnel practices are intended to ensure that all of us are treated equally with regard to recruiting, hiring, and advancement, and our decisions on employment are made to further the principle of equal employment opportunities for employees.*