



## DIOCESE OF METUCHEN

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### ParishSOFT Safe Environment Application Confidentiality Agreement

This **Agreement** is made as of \_\_\_\_\_, 20\_\_ by and between the **Diocese of Metuchen** (“DOM”) and \_\_\_\_\_ (the “Volunteer”), \_\_\_\_\_ [Address, City, State, Zip Code] (collectively, “the Parties” and each individually “Party”).

In consideration of the promises and mutual covenants contained in this Agreement, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Effective Date. This Agreement shall become effective on the date and time at which any Confidential Information (as defined in Section 2 below) is/was first disclosed to Volunteer.

2. Protection of DOM’s Confidential Information.

(a) Confidential Information. For the purposes of this Agreement, the Diocese of Metuchen includes its trustees, officers, employees, agents, clergy, affiliates, parishes, missions, schools, and assigns, including, but not limited to, the Bishop of the Diocese of Metuchen (hereinafter, collectively, “DOM”). DOM develops, compiles and owns certain proprietary and confidential information that has great value in its business (“Confidential Information”). DOM also has access to Confidential Information of its Clients. (“Clients” shall mean any persons or entities for whom DOM performs services or from whom DOM or Volunteer obtain information, including, but not limited to, parishioners). Confidential Information includes not only information disclosed by DOM or its Clients to Volunteer in the course of his or her service, but also information developed or learned by Volunteer during the course of his or her service with DOM. Confidential Information is to be broadly defined. Confidential Information means all information and data of DOM revealed, directly or indirectly to Volunteer in connection with his or her service regardless of the form in which it appears, or under which it is communicated, all copies or recordings thereof, or other documents containing or reflecting such information. Confidential Information also includes, but is not limited to, all information of which the unauthorized disclosure could be detrimental to the interests of DOM or its Clients, whether or not such information is identified as Confidential Information by DOM or its Clients. By example and without limitation, Confidential Information generally includes any and all information concerning unpublished financial data, personal data, personal identification information, marketing data, data, know-how, marketing plans, business plans, strategies, Client lists, the ParishSOFT Database, Client databases, computer data, information about Clients, including, but not limited to financial information, methods for developing and maintaining relationships with current and prospective Clients, prospective Client lists, procedural manuals and orientation or training programs and contribution rates.



(b) Specific Types of Confidential Information. For purposes of this Agreement, Confidential Information includes, but is not limited to the following:

- i. The names, addresses, or site locations of DOM's past, present or prospective Clients;
- ii. Information contained within the ParishSOFT database;
- iii. DOM's relations with its Clients;
- iv. Financial, contribution and marketing data, and personal information compiled by DOM as well as DOM's financial, contribution and marketing plans and strategies;
- v. All ideas, concepts, information and written material about Clients disclosed to Volunteer by DOM or acquired from Clients of DOM, and all financial, accounting, statistical, personnel and business data and plans of Clients;
- vi. Other confidential information concerning DOM's business and manner of operation; and
- vii. Additional confidential information or knowledge developed or obtained by Volunteer during the term of this Agreement shall be deemed by the parties to this Agreement to be included within the terms of this Paragraph 2(b).

(c) Protection of Confidential Information. Volunteer agrees that at all times during or after his or her service, he or she will hold in trust, keep confidential, and not disclose to any third party or make any use of the Confidential Information of DOM or Clients except for the benefit of DOM or Clients and in the course of his or her service with DOM. The Confidential Information shall not be sold, traded, duplicated, published, transmitted, displayed, performed, altered or otherwise disclosed by Volunteer to anyone in any manner whatsoever. Volunteer further agrees not to cause the transmission, removal or transport of Confidential Information from DOM's principal place of business in Piscataway, New Jersey or such other place of business specified by DOM in writing. Volunteer acknowledges that the Confidential Information is a unique asset of DOM, developed and perfected over a considerable time and at substantial expense to DOM, regardless of whether such information is the property of DOM or its Clients, and Volunteer further acknowledges that he or she is aware that the unauthorized disclosure of Confidential Information of DOM or its Clients may be highly prejudicial to their interests and an invasion of privacy and shall constitute irreparable injury which cannot be fully compensated by monetary damages. The obligations set forth in this Section 2 shall survive the termination of Volunteer's service with DOM and shall continue without limitation as to time.

### 3. Termination of Service.

(a) Return of Property. In the event of termination (voluntary or otherwise) of Volunteer's service with DOM, Volunteer agrees, promptly and without request, to deliver to and inform DOM of all documents and data pertaining to his or her service and the Confidential Information of DOM or Clients,



whether prepared by Volunteer or otherwise coming into his or her possession or control, and regardless of the media in which such Confidential Information or other property of DOM is stored. Volunteer will not retain any written or other tangible material containing any information concerning or disclosing any of the Confidential Information of DOM or Clients. Without limiting the foregoing, Volunteer further agrees not to erase or destroy computer records or drives or electronic communication or other tangible embodiment of Confidential Information.

(b) Sanctions for Unauthorized Taking of Confidential Information and Trade Secrets. Volunteer recognizes that such unauthorized taking of DOM's Confidential Information and trade secrets could result in civil liability and that willful misappropriation may result in an award against Volunteer for damages and attorneys' fees in collecting such damages, and exemplary or punitive damages.

(c) Obligations Following Termination. Volunteer also agrees that in the event of termination (voluntary or otherwise) of Volunteer's service with DOM, Volunteer will protect the value of the Confidential Information of DOM and its Clients and will prevent its misappropriation or disclosure. Volunteer will not disclose or use to his or her benefit (or the benefit of any third party) or to the detriment of DOM or its Clients any Confidential Information. Nor shall Volunteer directly solicit any Clients from DOM following termination (voluntary or otherwise) of Volunteer's service with DOM.

4. Injunctive Relief. Because Volunteer's breach of this Agreement may cause DOM irreparable harm for which money is inadequate compensation, Volunteer agrees that DOM will be entitled to preliminary and permanent injunctive relief to enforce this Agreement, in addition to damages and other available remedies.

5. Attorneys' Fees. If any action is necessary to enforce this Agreement, the prevailing party shall be entitled to recover its attorneys' fees.

6. Entire Agreement. This Agreement expresses the entire understanding of the parties about the described subject matter. This Agreement may not be amended except by an instrument in writing signed by both parties. This Agreement shall be binding on the heirs, executors, administrators, and other legal representatives and assigns of Volunteer, and is for the benefit of DOM and its successors and assigns.

7. Cumulative Remedies. Each and all of the several rights and remedies provided for in this Agreement shall be cumulative. No one right or remedy shall be exclusive of the others or of any right or remedy allowed in law or in equity. No waiver or indulgence by DOM of any failure by Volunteer to keep or perform any promise or condition of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any other promise or condition. No waiver by DOM of any right shall be construed as a waiver of any other right. DOM shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

8. Severability. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as best to effect the intent of the parties hereto. The parties further agree to replace any such void or unenforceable provision of this Agreement with a valid and enforceable provision



that will achieve, to the extent possible, the economic, business, and other purposes of the void or unenforceable provision.

9. Governing Law. The internal substantive laws of the State of New Jersey for agreements to be wholly performed therein shall govern this Agreement, without regards to New Jersey choice of law or conflicts of law principles.

10. Amendments. No amendments, changes or modifications to this Agreement shall be valid unless the same are in writing and signed by a duly authorized representative of each of the Parties hereto.

11. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall for all purposes be an original, and all such counterparts shall together constitute one and the same Agreement.

12. Confidential Nature of Legal Proceedings. In the event that any legal proceedings arise out of or are related to this Agreement, the parties agree to execute and submit to the court a Consent Order which requires that all Confidential Information of DOM contained in documents and oral testimony, secured in connection with such litigation, shall be conducted, received, heard, and maintained by the court and the parties in secrecy, available for inspection only by DOM, the Volunteer and their respective attorneys and experts, and by the appropriate court personnel having a need to know the information. This paragraph is not intended to limit the terms of said Consent Order, which shall contain all provisions reasonably necessary to protect the confidentiality of proprietary information belonging to DOM.

13. Survival. The obligations set forth in this Agreement shall survive the termination of Volunteer’s service with DOM and shall continue without limitation as to time unless otherwise set forth therein.

**VOLUNTEER HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS.  
IN WITNESS WHEREOF,**

**Volunteer**

**Diocese of Metuchen**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Parish/School:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Town:** \_\_\_\_\_

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

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