



International Alliance of Dermatology Patient Organizations
Confidentiality & Non-Disclosure Agreement
For All Staff, Board Members, Advisors, and Contractors

This Confidentiality and Non-Disclosure agreement is effective on: _____ and is between _____ (the “Member”) and the International Alliance of Dermatology Patient Organizations (the “Organization”).

This agreement is valid for the duration of the Member’s employment/ tenure/ association (“relationship”) with the Organization.

Confidential Information

1. The Member hereby acknowledges in the course of their affiliation with the Organization, certain information may be made available to the Member, including but not limited to: dermatologist and patient related information; partnership information; group and Member lists; marketing information; lists of external contacts including third party administrators, advisors, financial, legal and human resources experts, and suppliers; technical and/or proprietary design information; policies and internal/external procedures; financial performance data; copyrighted materials; and any and all other confidential information (hereafter known as “Confidential information”).

Proprietary Right

2. This Confidential Information is acknowledged by the Member to be the property of the Organization and to have inherent value, both economic and otherwise, in that disclosure could directly compromise the Organization’s business and therefore result in economic losses to the Organization or economic gains to others.

Non-disclosure

3. The Member acknowledges the restrictions contained in this Agreement are necessary for the protection and goodwill of the Organization and considers them to be reasonable for that purpose. The Member agrees that during their association with the Organization or at any time thereafter, they will not disclose any Confidential Information concerning the Organization or its affiliates which could adversely affect the Organization’s image, reputation or value.
4. The Member hereby agrees to hold confidential and make reasonable efforts to maintain privacy and confidentiality of all Confidential Information that may pass to the Member by the Organization during the period governed by this agreement. It is the responsibility of the Member to confer with their supervisor or the Board President to confirm acceptable procedures, should there ever be any question concerning the correct handling of any Confidential Information.

5. The Member is prohibited from making copies or duplicates of any Confidential Information, or to share such information in hard copy, email or other communication format, except as essential for the fulfillment of the Member's duties to the Organization.
6. If it should be necessary for the Member to disclose Confidential Information in the course of a business relationship on behalf of the Organization, the third parties must be properly instructed that the disclosed information is confidential in nature and that all proper steps to ensure confidentiality by all parties, is taken.

Continuing Obligations

7. The Member agrees that the provisions of this agreement shall survive the termination of the relationship with the Organization, as follows:
 - a. Upon termination of the relationship, the Member agrees not to disclose any Confidential Information to future employers, industry contacts, other organizations or contacts (professional or personal), or to any persons or organizations.
 - b. The exiting Member agrees to promptly deliver all memoranda, notes, records, reports, manuals, Standard Operating procedures (SOPs), and any other hard copy data belonging to the Organization they may possess or have under their control. The member agrees to erase all memoranda, notes, records, reports, manuals, Standard Operating procedures (SOPs) and emails of a sensitive nature from any electronic devices or computers. Further, the Member agrees not to copy any electronic versions of Confidential Information held on Organization servers or elsewhere.

This **Confidentiality & Non-Disclosure Agreement** is signed by:

Staff/Advisor/Contractor/Board Member's Name

Date (YYYY-MM-DD)

Organization Name

Signature

City, Province / State

Country

And:

International Alliance of Dermatology Patient
Organizations Representative's Name

Signature