



CONFIDENTIALITY AGREEMENT

Lakeshore Pregnancy Center (LPC) takes reasonable precautions to protect the confidential nature of proprietary, privileged, or otherwise sensitive data and information.

Staff (paid or unpaid) shall keep confidential, and not make unauthorized use or disclosure of any knowledge of information of an unpublished or confidential or proprietary nature, which is acquired by the staff member (paid or unpaid) during the course of his/her employment with *LPC*.

Examples of such confidential information include, but are not limited to, client records, marketing or product plans or other contemplated actions; tax records; accounting procedure; personnel records; identities; medical records; or other records.

The above described or information of a similar nature may only be disclosed upon direct authorization of the Executive Director or Board of Directors.

During employment, or upon leaving employment of *LPC*, staff (paid or unpaid) are forbidden from directly or indirectly removing any writings, documents or records, or anything that may contain confidential or proprietary information. Furthermore, staff (paid or unpaid) are forbidden from disclosing any confidential or proprietary information unless written permission is obtained from the Executive Director or Board of Directors.

Staff (paid or unpaid) must return to *LPC* all property, to include, but not limited to keys, documents, records, and equipment in their possession upon termination of employment with *LPC*.

Staff member (paid or unpaid) acknowledges that the term "termination of employment" means any separation from employment from *LPC*, either voluntary or involuntary, whether the separation is at the behest of staff member (paid or unpaid) or *LPC*, regardless of the reason for separation.

Staff member (paid or unpaid) covenants and agrees that staff member (paid or unpaid) shall not engage in the making or publishing of written or oral statements or remarks that are defamatory.

Staff member (paid or unpaid) recognizes that any breach of this Agreement will cause *LPC* irreparable harm.

Staff member (paid or unpaid) recognizes that *LPC's* remedies at law may be inadequate and that the *LPC* shall have the right to seek injunctive relief in addition to any other remedy available to it. Therefore, if staff member (paid or unpaid) breaches this Agreement or any of the covenants contained herein, the *LPC* has the right to, and will seek, issuance of a court-ordered injunction, as well as any and all other remedies and damages, to compel the enforcement of the terms stated herein. Staff member (paid or unpaid) expressly agrees that the *LPC* shall be entitled to injunctive and/or other equitable relief in court to prevent further breach of this Agreement. If court action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

If any part of this Agreement is held unenforceable or invalid, the remaining parts thereof shall continue to be enforceable. If the provisions imposing time restrictions are deemed unenforceable by a court of competent jurisdiction, then such provisions for the purposes of this Agreement shall include the maximum time period which a court of competent jurisdiction determines to be reasonable, valid, and enforceable.

Termination of Employment or Volunteerism and Forfeiture of Compensation

Staff member (paid or unpaid) agrees that any breach by staff member (paid or unpaid) of any of the covenants set forth in this document during staff member (paid or unpaid)'s employment or volunteerism by the LPC, shall be grounds for immediate dismissal of staff member (paid or unpaid) and shall subject staff member (paid or unpaid) to a civil action for money damages, which shall be in addition to and not exclusive of any and all other rights and remedies the LPC may have against staff member (paid or unpaid). If court action results from any breach of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and courts costs.

Consideration and Condition of Employment or Volunteerism

Staff member (paid or unpaid) acknowledges that signing this Agreement is a condition of employment and that employment or continued employment is sufficient consideration for signing this Agreement and compliance with the promises made herein. Failure to execute this Agreement is grounds for immediate termination.

Entire Agreement—Amendment

This Agreement shall supersede any and all existing oral or written agreement, Representations, or warranties between staff member (paid or unpaid) and the LPC relating to the terms of staff member (paid or unpaid)'s employment by the LPC. It may not be amended except by a written agreement by both parties.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws State of Michigan applicable to agreements made and to be performed in that State, without regard to its conflict of law's provisions.

IN THE WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LAKESHORE PREGNANCY CENTER:

By: _____

Title: _____

Signature: _____

Date: _____

STAFF MEMBER (PAID OR UNPAID):

Name (Printed): _____

Address: _____

Signature: _____

Date: _____ Time: _____

(Copy to be given to individual with the original kept in his or her personnel file.)