

## 2020 BNRF CONFIDENTIALITY AND NON-COMPETE AGREEMENT

All Officers, Directors, and Members of Black Nurses Rock Foundation (BNRF) have a legal and ethical responsibility to protect the privacy of all association members according to the member's preference setup, as well as use the data in the context of BNRF operations only.

## By signing this document, I understand and agree to the following:

- 1. I will not share, discuss or use member profile information that are not available to the general public for personal interest or with anyone who is not authorized to access or does not have a 'need-to-know' to manage the operations of BNRF. I will specifically not use any member personal email account for the transmission of unrelated BNRF material unless authorized by such member.
- 2. I will not sell any membership database content.
- **3.** I will not, under any circumstances, request, retrieve or use members information for purposes other than those required by my role responsibilities. Furthermore, when requesting, retrieving, or using member information, I will make all reasonable efforts to ensure the use is only to accomplish the intended purpose of my role responsibilities.
- **4.** I understand that my personal access (membership database user ID and password) is as effective as my personal signature and is legally binding. They authorize me to view and use confidential member information required for my role responsibilities. I am liable for all information security violations which occur under my access and conduct. I will specifically not share my membership database user ID and password with any other person.
- 5. I will log off prior to leaving any computer or terminal unattended in a publicly accessible area.
- **6.** I agree that it is my responsibility to understand and comply with all policies and procedures of BNRF regarding the confidentiality of member information.
- **7.** I acknowledge that I or my Chapter may not engage in any activity that is intended to trade upon the goodwill of the BNRF or use the BNRF Content in any way nor create any product that competes with the BNRF Content or the BNRF certifications during the term of this Agreement and for a period of <u>eighteen (18) months</u> following the termination or expiration of this Agreement for any reason.
- **8.** I understand that upon the termination or expiration of the Chapter for any reason whatsoever, the terminated Chapter, it's Directors, and it's Officers shall not continue to represent members of BNRF, or compete in any other way in the relevant industry or profession.

I understand that I must sign this agreement in order to receive member information update and be granted the access rights needed to perform my role responsibilities as a Director or Officer.

I understand that violation of this agreement may result in disciplinary action, up to and including termination of membership, or function suspension and loss of association privileges. Some cases, under federal or state law, may result in individual civil or criminal penalties.

| Signature of BNRF Member | Date     |
|--------------------------|----------|
|                          |          |
|                          |          |
| Printed Name             | Position |