



# THE SAMARITAN WOMEN

## CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

I, \_\_\_\_\_, understand my relationship with The Samaritan Women (TSW) includes access to company information, client information, and access to persons which may be considered confidential.

I agree to maintain the confidentiality of any information shared between residents, board members, staff members, and volunteers and will refrain from repeating or representing this information--in any form, verbal, electronic or print--to persons outside of this organization during the period of my engagement with the organization and indefinitely thereafter.

I understand that I am responsible for maintaining the confidentiality of all privileged information, including operating or financial, to which I may be exposed to while serving as a volunteer or staff member.

I understand that some of the residents of The Samaritan Women may be under heightened levels of security and therefore it is my duty to uphold her anonymity, security, and protection at all times. I will not possess or redistribute any information, in any form that might disclose the identity of a resident.

I agree to refrain from all forms of gossip, inquisition, or inquiry, which may compromise the security and confidentiality of TSW and its patrons and will report to management any known breaches of the same.

Professional ethical codes and state laws consider personal information of residents, staff, or volunteers -- written or verbally exchanged -- to be strictly confidential. I understand and agree to protect the confidentiality of the communications and contacts with all TSW residents, except in the following situations:

- a. If I learn while working with a resident or volunteer that a resident is being abused, I am legally required to notify appropriate protective services
- b. If I am required by a court order or legal subpoena to release information about a resident, staff or volunteer
- c. If a resident, staff, or volunteer tells me directly that she:
  - is considering suicide or threatening suicide
  - is considering or has committed self-injurious behavior
  - is considering or has committed any form of crime
  - is considering or has violated any of the immediate expulsion activities as listed in the Residence Guide

In these situations I am required to notify the appropriate TSW leadership and/ legal authorities.

Furthermore, I agree that all information, whether or not in writing, concerning the business, technology, business relationships or financial affairs which TSW has not released to the general public (collectively, "Confidential Information") is and will be the exclusive property of TSW. Confidential Information also includes information received in confidence by TSW from its residents, customers or suppliers or other third parties. Confidential Information may include, without limitation, information on finance, structure, business plans, employee performance, staffing, compensation of others, research and development,



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operations, marketing, strategies, customers, files, keys, certificates, passwords and other computer information, as well as information that the Company receives from others under an obligation of confidentiality.

I will not, at any time, without TSW's prior written permission, either during or after my Services, disclose any Confidential Information to anyone outside of TSW, or use or permit to be used any Confidential Information for any purpose other than the performance of my duties as a service provider to TSW. I will cooperate with TSW and use my best efforts to prevent the unauthorized disclosure of all Confidential Information. I will deliver to TSW all copies of Confidential Information in my possession or control upon the earlier of a request by TSW or termination of my Services.

I will make full and prompt disclosure to the Company of all inventions, discoveries, designs, developments, methods, modifications, improvements, processes, algorithms, mask works, databases, computer programs, formulae, techniques, trade secrets, graphics or images, and audio or visual works and other works of authorship (collectively "Developments"), whether or not patentable or copyrightable, that are created, made, conceived or reduced to practice by me (alone or jointly with others) or under my direction during the period of my Services.

I acknowledge that all work performed by me is on a "work for hire" basis, and I hereby do assign and transfer and, to the extent any such assignment cannot be made at present, will assign and transfer, to TSW and its successors and assigns all my right, title and interest in all Developments that (a) relate to the business of TSW or any customer of or supplier to TSW or any of the services being researched, developed, or provided by TSW or which may be used with such or services; or (b) result from tasks assigned to me by TSW; or (c) result from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by TSW (collectively, "Company-Related Developments"), and all related patents, patent applications, trademarks and trademark applications, copyrights and copyright applications, and other intellectual property rights in all countries and territories worldwide and under any international conventions ("Intellectual Property Rights").

I hereby further agree that this agreement shall be construed in accordance with the laws of the State of Maryland and that any legal dispute will be brought in the courts of the State of Maryland. I accept the personal jurisdiction of the courts of the State of Maryland and I waive my right to a jury trial in connection with any such legal dispute. If any portion of this agreement is deemed unenforceable, the remainder shall be given full force and effect.

I agree to comply with all of these terms.

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

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

Witness: \_\_\_\_\_

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