



**Adult Children of Alcoholics®/Dysfunctional Families
World Service Organization, Inc.**

Non-Disclosure Agreement – Volunteer

This Non-Disclosure Agreement (this “Agreement”) is made as of _____ (the “Effective Date”) and entered into by and between Adult Children of Alcoholics World Service Organization (ACA WSO), a non-profit organization (hereinafter referred to as the “Organization”), and _____ (hereinafter referred to as the “Individual”).

WHEREAS, the Individual desires to provide volunteer services to the Organization in the capacity of a volunteer, and in the course of providing such services, may have access to Confidential Information (as defined below); and

WHEREAS, the Organization has highly confidential information and requires that the Individual sign this Agreement as a condition to allowing the Individual to provide such services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Definition of Confidential Information

“Confidential Information” as used herein means all non-public information disclosed by the Organization to the Individual, whether oral, written, or electronic, whether technical or non-technical, and whether or not such information is designated as confidential. This includes, but is not limited to:

- (a) Personal information of 7th Tradition contributors;
- (b) Volunteer and employee personal information;
- (c) Personal information disclosed as required in the submission of various forms on our websites and volunteer projects;
- (d) Sensitive information relating to individuals or legal matters discussed at board, committee, and staff meetings;
- (e) Personal information and intellectual property related to members of the Organization;
- (f) Information related to the publications of the Organization and its members and customers;
- (g) Information related to the intellectual property of the Organization, including any unregistered or registered patents, copyrights, and trademarks, and trade secrets; and
- (h) Information which may be accessed by the Individual through IT systems (*e.g.*, emails, Zoom, Google Drive).

2. Obligations of the Recipient

The Individual agrees:

- (a) To use the Confidential Information solely for the purpose of performing their duties for the Organization; and
- (b) Not to disclose, publish, or disseminate any Confidential Information to any third party without the prior written consent or written authorization of the Organization.

3. Exceptions to Confidentiality

The obligations of confidentiality shall not apply to any information that:

- (a) Was in the public domain at the time of disclosure or becomes publicly available through no breach of this Agreement by the Individual;
- (b) Is required to be disclosed by the Individual pursuant to judicial action or governmental regulations; or
- (c) May be exempted under the Organization's Whistleblower Policy (see: [OPPM](#) "Whistleblower Policy" formally known as Policy on Reporting and Investigating Allegations of Suspected Improper Activities).

Except in the case of Section 3(c) above, if the Individual discloses any Confidential Information to a third party based on the exceptions in this Section 3, the Individual shall, to the extent legally permitted, provide the Organization with prompt notice in advance of such disclosure.

4. Work Product

The Individual acknowledges and agrees that to the extent the Individual creates any derivative or other works or intellectual property, or otherwise makes improvements to or additions to, or substitutions, using Confidential Information of the Organization (*e.g.*, translations), to the extent the Individual has any rights or interest in the intellectual property of such works, the Individual grants an exclusive, royalty-free, fully paid-up, perpetual, irrevocable, and fully sublicensable right to use, exploit, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media, whether known or unknown, of any nature or kind.

5. Return of Materials

Upon completion or termination of the Individual's service with the Organization or upon the Organization's request, the Individual shall promptly destroy, or return to the Organization all documents and other tangible materials representing the Confidential Information, and shall destroy all digital copies of Confidential Information in the Individual's possession. The Individual shall certify in writing of any such destruction.

6. Term

This Agreement shall remain in effect during the Individual's period of service with the Organization and its provisions shall survive the termination of that service in perpetuity.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

8. Further Assurances

The Individual shall perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, including a Copyright Release, as may reasonably be requested by the Organization in order to carry out the intent and accomplish the purposes of this Agreement.

9. Notices

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered (a) if to the Organization, personally, sent by overnight courier or by certified mail, return receipt requested, or sent by e-mail transmission, and (b) if to the Individual, by e-mail transmission. Unless otherwise provided in this Agreement, notices delivered personally or sent by overnight courier shall be effective on the date received, notices sent by certified mail, return receipt requested, shall be deemed to have been received and to be effective three (3) business days after deposit into the mail, and notices

transmitted by e-mail shall be effective on the date transmitted. Notices shall be given to the parties at the addresses or e-mail addresses set forth immediately below their respective signatures to this Agreement.

10. Entire Agreement

This Agreement, any attachments hereto, and any documents executed in connection herewith, constitute the entire understanding between the parties and supersedes all prior discussions, agreements, or understandings of any kind regarding the subject matter herein. This Agreement may not be amended or modified except by a written agreement signed by both parties.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ACA WSO Representative

[Name of Volunteer]

By:

By:

Name: _____
Title: _____
Date: _____

Name: _____
Committee/Role: _____
Date: _____

Address: P.O. Box 811
Lakewood, California 90714

E-mail: _____
Cell/phone # (optional) _____
Mailing Address (optional):

