



## **FAR WEST SKI ASSOCIATION NON-DISCLOSURE AGREEMENT**

This Far West Ski Association (referred to herein as FWSA) Non-Disclosure Agreement controls the communication and dissemination of FWSA information. Authors of reports and documents, as well as speakers and facilitators at FWSA Board Meetings, must submit advance copies of their reports, documents and expected presentations to the designated Board Member to obtain determinations as to whether a subject report, document or proposed presentation contains sensitive information and must be considered confidential. The designated Board Member will mark confidential materials with a "Confidential" stamp.

Each Board Member will be required to consent to this agreement by executing the Agreement Not to Divulge portion of this agreement prior to attending their first board meeting.

Individuals appointed to positions as chairs of FWSA committees are also subject to this Non-Disclosure Agreement and will be required to consent to this agreement prior to attending meetings by executing the Agreement Not to Divulge.

In the event a council president cannot attend a board meeting and selects someone to attend a meeting in their place, that replacement will be required to consent to this agreement prior to attending any meeting by executing the Agreement Not to Divulge.

Occasional visitors to FWSA Board Meetings are also subject to this agreement and will be required to consent to this agreement prior to attending any meeting by executing the Agreement Not to Divulge.

The information subject to this non-disclosure agreement is valuable to FWSA and requires protection from the general public. FWSA makes every effort to keep the information subject to this agreement confidential and this agreement is part of that effort.

This Non-Disclosure Agreement covers both written and oral disclosures.

FWSA will make every reasonable effort to limit the scope of what is disclosed to any recipient to that information which is absolutely necessary for the recipient to perform assigned duties and responsibilities.

## **FWSA Recognizes Three (3) Separate Categories of FWSA Information.**

### **1. General Use**

This category includes information that can be shared freely with FWSA membership, industry partners and the general public, without the necessity for a non-disclosure agreement.

General Use Information includes information on FWSA objectives and goals, programs, events, achievements and general membership information and statistics. FWSA encourages sharing this information, which will assist in keeping members and partners well-informed, and further FWSA efforts to maintain a positive image of the organization.

### **2. FWSA Controlled**

This category includes information that requires restricted or limited distribution, and will require a non-disclosure agreement.

FWSA Controlled Information includes information on travel program bids; convention planning pre-release data, such as evaluations of properties being considered; marketing and sponsorship contact data; and financial information relating to FWSA service providers.

Controlled data may be restricted to FWSA board members, FWSA trustees, the travel committee and the convention committee. It may also be extended to non-board members, or those recognized as being in "need-to-know" positions.

FWSA will make every reasonable effort to ensure that all FWSA Controlled information is designated as Confidential.

Individuals disseminating FWSA controlled information are responsible for explaining and enforcing such restricted use. An example of authorized sharing of controlled information with non-FWSA board members is Council Presidents discussing the pros and cons of Ski Week bids with their club presidents to aid in good decision making. Council Presidents can discuss information in this context, but must ensure that the individuals receiving the information use it for intended purposes only.

### **3. FWSA Internal Use Only**

This category includes information that is limited to distribution within the FWSA Board of Directors, committee chairpersons, and guests who have executed a non-disclosure agreement.

FWSA Internal Use Only information includes sensitive financial reports, tax reports, contracts, marketing concepts, pricing information or other information designated "For Internal Use Only" by the FWSA President. General financial reports, such as those published in the Annual Delegate Manual, do not fall within this category.

FWSA will make every reasonable effort to ensure that all FWSA Internal Use Only information is designated as Confidential.

## **Ownership of Confidential Information**

FWSA retains the ownership rights to all documents, materials and things, including presentation notes, which are the subject of this non-disclosure agreement. These ownership rights extend not only to the documents, materials and things in which the confidential information is contained, i.e., the underlying intellectual property rights, but also to the physical embodiment of such rights whether in the form of a paper document or an electronic copy.

## **Identification of Confidential Information**

As used in this agreement, "Confidential Information" means (a) information identified in Exhibit A attached hereto, (b) any information marked by FWSA as confidential or otherwise identified as confidential, and (c) information treated by FWSA as confidential.

## **Retention of this Non-Disclosure Agreement**

FWSA will serve as the custodian of the original of this executed non-disclosure agreement. The signing party will be provided with a copy of the dated and signed document. In the event the original signed copy of this agreement becomes unavailable, a copy may be used in its place.

## **Exclusions from This Agreement**

Notwithstanding the foregoing, the party identified below shall not be required to protect or hold in confidence, nor shall he/she be prevented from using any information which (a) is or becomes part of the public domain, (b) is subsequently received by him/her from a third party, or (c) is independently developed by him/her.

In any dispute with respect to these exclusions, the burden of proof will be on the party signing below and such proof shall be by clear and convincing evidence.

## **Return of Documents**

When the relationship which was the basis for disclosure of confidential information ends, the party identified below shall return all confidential documents, materials and things to FWSA.

## **Duration of Agreement**

This agreement shall remain in force and effect for a period of ten (10) years from the date of execution below.

## **Resolution of Disputes**

The parties to this agreement agree that any disputes related to this non-disclosure agreement will be resolved through mediation.

**Choice of Law**

Far West Ski Association is a California corporation, with a current Statement of Information on file with the State of California Secretary of State. FWSA has a reasonable relationship with the State of California and thereby selects the law of California to be applied in any dispute resulting from this non-disclosure agreement.

**Venue**

Far West Ski Association selects the City of Los Angeles, State of California, as the appropriate venue for the resolution of any dispute resulting from this non-disclosure agreement.

**Attorneys' Fees**

In the event it becomes necessary for FWSA to participate in mediation to enforce this non-disclosure agreement, FWSA shall be entitled to recover its attorneys' fees in addition to compensatory and other damages.

**Agreement Not to Divulge**

In consideration of my election and/or appointment to the Far West Ski Association Board of Directors and/or Board of Trustees, or my attendance at a FWSA Board Meeting in some other capacity, I hereby agree that I will not divulge or appropriate to my own use or the use of any non-authorized persons any Controlled or Internal Use Only information or knowledge obtained by me during board meetings, except as specifically allowed by the definitions of these classifications of information.

I further acknowledge that I understand and will abide by the Far West Ski Association Non-Disclosure Agreement. I also understand and agree that the breach of this agreement or the inappropriate distribution of Controlled or Internal Use Only information, whether intentional or inadvertence, is a serious offense and may be grounds for termination of my position.

I acknowledge that this non-disclosure constitutes a written contract between me and Far West Ski Association.

**Individual's Signature Verifying Understanding of the Non-Disclosure Agreement and Agreeing Not to Divulge**

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**FWSA Title**