

HASSANAMISCO NIPMUC BAND

Confidentiality Agreement



This Confidentiality Agreement ("Agreement") is effective as of [**day, month, year**], between the **Hassanamisco Nipmuc Band** (HNB) and _____ ("Recipient").

In **any and all of your role(s)** in service to the Hassanamisco Nipmuc Band (HNB), **in any capacity**, you agree to the following:

1. Confidential Information

The Council will share certain confidential and proprietary information (the "Confidential Information") with the Recipient. This includes all data, materials, archives, technologies, computer programs, plans, financial information, correspondence, minutes, recordings, personal information of tribal members, and any other information shared verbally or in writing (including any formal and/or informal discussions). The Council is not required to share any information.

2. Recipient's Responsibilities

A. The Recipient understands that the Confidential Information belongs to the HNB and agrees to keep it confidential. The Recipient will use this Confidential Information only for their role(s) on councils and committees and will only share it with other members of the Hassanamisco Nipmuc Band who have been so designated. Sharing information with anyone outside of those designated councils and/or committees requires permission from the HNB governance.

B. The Recipient agrees not to copy any Confidential Information. Within ten (10) days of a request from HNB governance, the Recipient will return all Confidential Information, including any copies.

C. Tribal information may not be stored on personal computers, phones, or cloud accounts without prior written approval from tribal leadership. All approved storage must follow established data protection protocols to ensure the confidentiality, integrity, and security of tribal records.

3. Duration

The Recipient's responsibilities under this Agreement will last for 50 years.

4. No License

This Agreement does not give either party any rights or licenses to the Confidential Information. The Recipient agrees not to use the Confidential Information to create competing products or assist other organizations, tribes or groups without written authorization from the HNB governance.

5. Governing Law

This Agreement will be governed by the laws of the State of Massachusetts and the HNB governance. If there are any disputes, they will be handled in tribal, state, and federal courts located there. If the Recipient breaches this Agreement, the HNB governance can seek legal remedies and equitable relief. Enforcement of any violation to this Agreement will be undertaken according to the Confidentiality Policy of the HNB.

6. Entire Agreement

This Agreement replaces all previous agreements on this subject. Any changes must be made in writing and signed by both parties.

7. Severability

If the HNB governance or any court finds any part of this Agreement to be invalid or unenforceable, the rest of the Agreement will still apply.

8. Notices

Any notice required by this Agreement must be in writing and delivered in person, by certified mail, through recognized overnight delivery services or trackable electronic system requiring a signature.

9. No Waiver

If either party does not enforce any part of this Agreement, it does not mean they waive their right to enforce it in the future.

IN WITNESS WHEREOF, both parties have signed this Agreement as of the date first written above.

Recipient: _____ Date: _____
printed name

Recipient: _____ Date: _____
signature

Recipient's address _____

HNB Representative: _____ Date: _____
printed name

HNB Representative: _____ Date: _____
signature

Role or position: _____