



## WOMEN'S BASKETBALL COACHES ASSOCIATION CONFIDENTIALITY AGREEMENT

In consideration of my at-will tenure as a director, and/or the continuation of my current at-will tenure as a director, by the Women's Basketball Coaches Association ("WBCA"), in connection with the protection of certain confidential information of the WBCA, the undersigned Board Member ("Board Member"), hereby agrees as follows:

1. When used in this Agreement the terms "Confidential Information" mean any proprietary and confidential information which is valuable to and related to the business of the WBCA and which is generally unknown to the public or to any competitors of the WBCA, and in some cases which also may be unknown to most other Board Members of the WBCA, including, but not limited to:

(a) Items or information marked "Confidential" by the WBCA or other entities or organizations with whom the WBCA does business, or which by their nature would reasonable suggest that they are confidential;

(b) Items or information as to which the Executive Director instructs the Board Member to treat as confidential; and

(c) Information and/or documents related to legal and accounting advice given to the WBCA; litigation-related information; and information about salaries, benefits, discipline, and other personnel-related information concerning former, present, and/or prospective Board Members, officers, directors, or agents of the WBCA.

2. Board Member acknowledges and agrees that during the course of Board Member's tenure with the WBCA, Board Member has been and/or will be given access to valuable information of the WBCA and/or of third parties with whom the WBCA does business, which information is Confidential Information. Board Member agrees to use such Confidential Information only for the proper and legitimate business purposes of the WBCA, and that Board Member will not (other than as expressly instructed by either the Executive Director of the WBCA) copy, disclose, use, disseminate, communicate, transfer, discuss, or otherwise convey any item or information which constitutes Confidential Information of the WBCA for a period of three (3) years immediately following the date of termination of Board Member's tenure with the WBCA.

3. Board Member also agrees that, upon request at any time during Board Member's tenure with the WBCA, and without a request on the last day of such tenure, Board Member shall deliver to or leave with the WBCA all copies of all materials and information of the WBCA, including all Confidential Information which may be in the Board Member's possession or under Board Member's control, including, but not limited to, all personnel files, benefits and salary information, performance evaluations, contracts and agreements, manuals and materials developed for internal use only, confidential or proprietary business documents, plans, records, drawings, computer programs, or other information related to the business of the WBCA or any third party with whom it does business. Board Member hereby further acknowledges and agrees that to the extent the Board Member has executed a confidentiality or similar agreement with any third party, or to the extent that Board Member has agreed to comply with the terms of a confidentiality or similar agreement with any third party, the Board Member will continue to be bound by the terms of any such agreement even after termination of Board Member's tenure with the WBCA.



**WOMEN'S BASKETBALL COACHES ASSOCIATION**  
**CONFIDENTIALITY AGREEMENT**  
(Continued)

4. Board Member agrees that this Confidentiality Agreement shall be governed by the laws of the State of Georgia and shall be binding upon and inure to the benefit of Board Member's heirs, executors and administrators and of WBCA's successors and assigns, and the Agreement shall continue after the termination of Board Member's tenure with the WBCA and that it may not be amended, or terminated, except in a written instrument signed by both parties. Board Member acknowledges that while the Board Member cannot assign this Agreement or delegate Board Member's duties and obligations hereunder, the WBCA may assign all or any part of this Agreement to another person or entity.

5. Board Member also agrees that this Agreement supersedes and replaces any prior agreement, either oral or written, which Board Member may have with the WBCA that relates to the same general subject matter, and that nothing in this Agreement modifies Board Member's status as an Board Member-at-will of the WBCA, and that all rights and restrictions contained in this Agreement may be waived by the WBCA, and any waiver of any of Board Member's obligation will not be construed to be a waiver of other or future obligations of the Board Member. Board Member also agrees that if any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**WBCA Board Member:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date