

# Nonprofit Consultant Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is made and entered into as of by and between:

**Nonprofit Organization:**  
**Address:**

**Consultant:**  
**Address:**

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all written, electronic, or oral information that the Nonprofit Organization provides to the Consultant, including but not limited to donor lists, grant applications, financial information, strategic plans, internal policies, and any other information designated as confidential.

## 2. Obligations of the Consultant

The Consultant agrees to hold and maintain all Confidential Information in strictest confidence, not to disclose such information to any third party, and not to use Confidential Information for any purpose other than the performance of services for the Nonprofit Organization.

## 3. Exclusions

Confidential Information does not include information that is (a) publicly available at the time of disclosure or thereafter becomes publicly available through no fault of the Consultant; (b) already known by the Consultant prior to receipt from the Nonprofit Organization; or (c) rightfully obtained from a third party without breach of this Agreement.

## 4. Return of Materials

Upon termination of services or at the Nonprofit Organization's request, the Consultant shall promptly return or destroy all materials containing Confidential Information.

## 5. Term

This Agreement shall remain in effect during the Consultant's engagement and for a period of years thereafter.

## 6. Governing Law

This Agreement shall be governed by the laws of the State of .

## 7. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding confidentiality and supersedes all prior agreements or understandings.

---

Nonprofit Organization Representative

---

Date

---

Consultant

---

Date