



## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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This Confidentiality and Non-Disclosure Agreement (Agreement), dated \_\_\_\_\_, between the Georgia Association of REALTORS® (“GAR”), a Georgia Corporation, and <insert full legal name of other entity>, an individual (“Recipient”), provides for the non-disclosure of certain information considered to be confidential by GAR relating to the Recipient’s participation on GAR Committees, Sub-Committees or Task Force (the “Purpose”). I serve on the <insert name of committee(s)> GAR committee(s).

- 1. Confidential Information Defined.** Confidential Information is any information marked as “confidential” by GAR, or is represented by GAR as being confidential or declared “confidential” before or within a reasonable time after its disclosure, or that the Recipient knew or, based on the content of and the circumstances surrounding its disclosure, should have known was confidential. Such information includes, but is not limited to, all documents, data, records, files, memoranda, reports, email transmissions, fax transmissions and any other source of information regarding GAR, or its business, including, without limitation, information concerning any committee, its members, its process, applicants (including the contents of any applications) and selected candidates.
- 2. Protection of Confidential Information.** Recipient agrees to use the Confidential Information solely for the Purpose described above. Recipient agrees to use a reasonable degree of care in protecting the Confidential Information, and shall not disclose such information to any third party without prior written consent of GAR. Further, in the event Recipient becomes aware of an unauthorized disclosure of the Confidential Information, Recipient shall: (a) immediately notify GAR; (b) take all reasonably, appropriate steps to prevent further unauthorized access and/or use; and (c) cooperate with GAR in its efforts to secure the Confidential Information and protect its rights therein.
- 3. Return or Destruction.** Recipient shall retain records of the tangible items of Confidential Information furnished to it by GAR. Upon notice received from GAR, and/or upon cessation of the parties’ pursuit of the purpose, Recipient shall immediately return or destroy all copies of all tangible items of Confidential information.
- 4. Term.** Confidential information disclosed pursuant to this agreement will be subject to the terms of this Agreement in perpetuity.
- 5. Breach of Agreement.** In the event a Recipient fails to abide by the terms of this agreement, the Chair or Vice Chair or any member who becomes aware of such breach, shall report the issue to the Administration and Operations Committee Chair; and Recipient shall be subject to discipline in accordance with GAR’s Policies and Procedures Manual.

**<insert name and position>**

**Signature:**

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