



**ASPPA E&E COMMITTEE & SUBCOMMITTEE VOLUNTEER
CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made effective as of the _____ day of _____, _____, by and between the American Society of Pension Professionals & Actuaries ("ASPPA") and _____ ("E&E Committee Member Volunteer"). E&E Committee Member Volunteer is engaged by ASPPA to perform the duties ("Work") as outlined or directed by the E&E Committee Co-Chairs or a party designated by a Co-Chair(s).

As an individual engaged to perform services related to ASPPA's educational program, I acknowledge that I have been or may be exposed to certain confidential information related to the ASPPA examination process, exam administration, test scores, and other data and information related to the ASPPA program), which is extremely valuable and critical to the ASPPA program. The information must be kept confidential and not disclosed at any time and under any circumstance, other than as authorized in writing by ASPPA or requirement of law.

In consideration of and as a condition to my agreement to perform services related to the ASPPA program, I hereby execute this Confidentiality and Non-Disclosure Agreement (the "Agreement") and agree to the following:

1. I will not disclose or cause to be disclosed, to any party outside of the individuals specifically engaged to perform services related to the ASPPA program or any authorized vendor, any ASPPA information. This restriction shall apply at any time and in any circumstance, unless otherwise authorized in writing by ASPPA or required by law. I will treat the ASPPA educational program information with the strictest confidence and diligence at all times, such as by use of locked file cabinets, password protected or encrypted files, or other security measures approved by ASPPA.

2. I further recognize that ASPPA has received, and in the future will receive, from third parties and individuals, certain confidential or proprietary information that is subject to a duty on ASPPA's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such personal, confidential, or proprietary information in the strictest confidence and not to disclose it to any other party or to use it except as necessary in carrying out my work for the ASPPA program consistent with ASPPA's agreement with such third party.

3. Upon the final administration of the Work, expiration or termination of my term of service, whichever occurs first, I will promptly destroy, or return to ASPPA by courier or registered mail, the information that I have received or acquired in the course of my services.

4. I further recognize that I will not be permitted to take ASPPA examinations or teach ASPPA courses during my tenure and for one year after my tenure has ended as work may include coverage of topics and texts directly related to exam development.

5. Further, I will not engage in actions that may constitute an actual, apparent, or potential conflict of interest with the mission and activities of ASPPA's educational program and will disclose to ASPPA any such conflicts of interest and any business, financial, and organizational interests and affiliations that are or could be construed to be a conflict of interest.

6. I understand that breach of my confidentiality obligations under this Agreement will cause serious and severe damages to ASPPA, and I hereby consent to jurisdiction of the federal or state courts in the Commonwealth of Virginia permitting any actions enjoining my conduct in violation of this Agreement.

Signature

Date

Name

Please return signed agreement to Catherine Williams at cwilliams@asppa.org or via fax at 703-516-9308.