

CONFIDENTIALITY AGREEMENT

This agreement, dated _____, 20_____, is entered into, by, and between

_____ (“Vendor”), with a

business office located at _____, and the New

York State Society of Certified Public Accountants (“NYSSCPA”), a New York not-for-profit corporation, located at 3 Park Avenue, 18th Floor, New York, NY 10016.

Rentals

- A. Vendor is interested in providing goods or services to the NYSSCPA.
- B. In so providing goods or services, Vendor may receive access to certain confidential information owned by the NYSSCPA (“Confidential Information”), which could include membership lists.
- C. NYSSCPA is prepared to make the Confidential Information available to Vendor on condition that Vendor maintains the confidentiality of the information.

Section 1. Disclosure of Confidential Information

Vendor acknowledges that it or its personnel will receive disclosure of or access to the Confidential Information. For purposes of this agreement, the term Confidential Information shall not include information that: 1) is now or subsequently becomes generally available to or known by the public through no fault of Vendor, 2) Vendor had rightfully in its possession prior to obtaining it from the NYSSCPA, or 3) is independently developed or known by Vendor without the use of any Confidential Information. Vendor agrees to use reasonable care to prevent the misuse, unauthorized broadcast, disclosure, dissemination, distribution, duplication, publication, or other use of any Confidential Information.

The use of NYSSCPA Confidential Information is limited to the provision of goods or services by Vendor. The marketing of any other product or service using the Confidential Information without the prior written approval of the NYSSCPA signed by its president or executive director is expressly prohibited by the terms of this Confidentiality Agreement.

Section 2. Term

Vendor agrees to use the Confidential Information for a period of time ending on the earlier of the date (1) Vendor completes delivery of the goods or services it is providing to the NYSSCPA or (2) the NYSSCPA notifies Vendor that Vendor may no longer use

the Confidential Information promptly after which Vendor agrees to destroy all copies (including electronic copies) of the Confidential Information then in Vendor's possession.

Section 3. Inaccurate Information

In the event that Vendor learns that any portion of the Confidential Information is inaccurate, Vendor agrees to notify the NYSSCPA of all such inaccuracies and any corrections thereto, to the extent Vendor becomes aware of corrections.

Section 4. Notification

Notice to the NYSSCPA under this agreement shall be sent to the attention of William Pape, Director of Member Relations, at the above-written address for the NYSSCPA.

Section 5. Applicable Law

This Agreement is governed by the laws of the State of New York.

"VENDOR"

By: _____

Print Name _____

Date _____