

CONFIDENTIALITY STATEMENT

Board of Directors



Purpose

As a member of the Board of Directors (the "Board") of AIA Newark & Suburban Architects (the "Chapter"), you have access to sensitive, proprietary, and confidential information. This Confidentiality Statement establishes your obligations to protect such information in accordance with your fiduciary duty to the Chapter.

Definition of Confidential Information

"Confidential Information" includes, but is not limited to:

- Financial records, budgets, audits, account information, and financial strategies;
- Member, donor, and sponsor personal data, contact information, and contribution records;
- Personnel matters, compensation, performance evaluations, and employment decisions;
- Strategic plans, partnership discussions, and business development activities;
- Legal matters, litigation, settlements, and attorney communications;
- Board deliberations, internal discussions, and non-public meeting content;
- Any information designated as confidential by the Board or Chapter leadership.

Obligations of Board Members

Each Board member agrees to:

- Hold all Confidential Information in strict confidence and not disclose it to any person outside the Board without prior written authorization from the Board Chair or Executive Director;
- Use Confidential Information solely for the purpose of fulfilling Board responsibilities and advancing the mission of the Chapter;
- Refrain from discussing confidential matters in public or semi-public settings where unauthorized individuals may overhear;
- Promptly notify the Board Chair upon becoming aware of any actual or potential unauthorized disclosure of Confidential Information;

- Upon conclusion of Board service, return or securely destroy all materials containing Confidential Information.

Exceptions

These obligations do not apply to information that: (a) is or becomes publicly available through no breach of this Statement; (b) is required to be disclosed by applicable law, regulation, or court order, provided the Board member gives prompt written notice to enable the Chapter to seek a protective order; or (c) is expressly authorized for release by a majority vote of the Board.

Duration

These confidentiality obligations apply during the entire term of Board service and shall continue in full force and effect for a period of three (3) years following the conclusion of such service, regardless of the reason for departure.

Consequences of Breach

Unauthorized disclosure of Confidential Information may result in removal from the Board, legal action, and/or other remedies available under applicable law. Board members acknowledge that a breach may cause irreparable harm to the Chapter for which monetary damages may be insufficient.

Acknowledgment and Agreement

By signing below, I acknowledge that I have read, understand, and agree to comply with the terms of this Confidentiality Statement. I understand that my obligations described herein are a condition of my service on the Board of Directors.

Printed Name	Board Title / Role
Signature	Date

Retain a signed copy for Chapter records. Provide a copy to the Board member.