

CONFIDENTIALITY AGREEMENT

The protection of a child's right to privacy and confidentiality is imperative because wishgranting requires involvement in the personal lives of children, their medical conditions and family dynamics. The publication of information regarding the child may expose the child to the realities of its diagnosis and to deferential treatment based on the nature of the child's illness, may subject the child to taunts and put the child at risk of continuous unwarranted intrusion by the media and the general community.

To address these and related issues, the **Make-A-Wish Foundation of Rhode Island** ("Make-A-Wish") requires the undersigned, as either an employee or volunteer at Make-A-Wish, to sign this confidentiality agreement.

In consideration of employment or of participating in Make-A-Wish's programs, the Undersigned agrees as follows:

1. The Undersigned agrees that for and during the entire term of employment or volunteer position at Make-A-Wish, and thereafter as long as necessary to assure confidentiality, any information, financial data (excluding tax and audited annual financial reports), personal files of staff, board members and volunteers, family information, personal observations of the child, family and home environment, history of Make-A-Wish children and their families, medical records and procedures and any information obtained from professional sources, namely physicians, nurses, social workers and clergy ("Information"), shall be considered and kept as the private and privileged records of Make-A-Wish.
2. Information shall not be divulged to any person, firm, corporation or other entity except on the direct authorization of the Board of Directors of Make-A-Wish and the legal authorization from the parent or legal guardian of any minor.
3. If the Undersigned is provided with computer access by an assigned password, the computer information accessed by the Undersigned is confidential and may not be shared with others. The assigned password must also be kept confidential and shall not be divulged or given to others for their own use other than as required by Make-A-Wish procedures. In the event that the Undersigned believes another person had access to his or her password, the Undersigned shall immediately request a new password.
4. Upon termination of employment or the ending of a volunteer position, the Undersigned agrees that he or she will continue to treat the Information as private and privileged and will not release any such Information to any person, firm, corporation, or other entity, by written or verbal statements except upon direct written authority of the Board of Directors of Make-A-Wish and legal authorization from the parent or legal guardian of any minor. Failure to maintain the Information as private and privileged will be considered a breach of confidentiality. Make-A-Wish shall be entitled to an injunction by any competent court to enjoin and restrain the unauthorized disclosure of such information.

5. The Undersigned agrees to abide by Make-A-Wish's internal confidentiality procedures and protections regarding the access, dissemination, input and collection of confidential and private information with regard to data collection, Make-A-Wish records, the Make-A-Wish computer system, e-mail, the Internet, facsimiles and other methods of transferring or recording Information.

6. All information relating in any manner to Make-A-Wish's participants or organization, whether prepared by the Undersigned or otherwise coming into the Undersigned's possession, shall be the exclusive property of Make-A-Wish and shall be returned immediately to Make-A-Wish upon termination of the Undersigned's employment or volunteer position or upon Make-A-Wish's request at any time.

7. This agreement shall be governed by the law of the state of incorporation of Make-A-Wish, without reference to its conflict of laws provisions.

8. If all or any portion of the provisions of the Agreement shall be declared invalid, illegal or unenforceable by laws applicable hereto, then the performance of the offending provision or provisions shall be excused by the parties and such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE CONFIDENTIALITY AGREEMENT.

Signature

Date

Print Full Name