

Berkshire Immigrant Center
CONFIDENTIALITY AND CONFLICT OF INTEREST AGREEMENT

This Agreement is on the date signed between the Berkshire Immigrant Center (BIC) and _____ (Associate). This agreement shall survive the conclusion of service or association with BIC. The Berkshire Immigrant Center serves the interests of immigrant communities and their families by providing direct services to the same as well as advocating for effective public policy. This is sensitive work. The work BIC does has stakes of life-altering importance given the struggles of many immigrants and their families to remain together in the United States. To protect the clients of BIC, highly sensitive information about our work is strictly confident. Signing this agreement is reasonable and sufficient notice of this fact.

CONFLICT OF INTEREST

1. By signing the Associate agrees to disclose to BIC any potential, actual or perceived conflict of interest during the affiliation or service with BIC at such time as the conflict is contemplated, actually arises or is suspected. The Associate acknowledges that a potential conflict exists, by definition, when uncertain if an actual conflict has arisen. The Associate acknowledges that a perceived conflict arises when he/she has information that another person believes a conflict of interest exists. The Associate will disclose all information regarding all such conflicts. The Associate accepts this as both a duty and condition of his/her service and affiliation with BIC.

CONFIDENTIAL INFORMATION

2. During his/her association with BIC the Associate understands that BIC may disclose confidential information directly or indirectly, with or without notice of its confidential nature to the Associate. Also, the Associate will acquire confidential information in their work and/or presence at the offices of BIC. Accordingly, it is agreed that all information disclosed to or attained while in association with BIC is to be held in confidence. The Associate will not disclose the same to others, nor will the Associate use the same for any purpose other than in his/her role at BIC without the written permission of the Director of BIC or Board Chair. It is agreed by all that these limitations will not in any way hinder the Associate from working elsewhere in the future or being gainfully employed after ending his/her association with BIC.

3. Confidential information may include, but is not be limited to, any information, suggestion, product, product development, process with or all species of communications (calls, emails, faxes, letters, reports and data) to which the Associate is exposed in his/her role with BIC. The scope of information included does not include demonstrably public information or information that is widely available.

4. This agreement is governed by the laws of the Commonwealth of Massachusetts and applicable Federal law. This agreement is as inclusive and enforceable as applicable, governing law will allow.

Agreement to the foregoing is indicated by the signatures below:

Associate/Consultant/Volunteer	Date	Director, Berkshire Immigrant Ctr.	Date