

Crowdfunding Confidentiality Agreement

The user acknowledges that he/she may have access to certain Confidential Information (defined below) of Fresno State during crowdfunding and, as a condition of accessing such Confidential Information and using Fresno State's resources, hereby agrees as follows:

1. "Confidential Information" means all confidential and proprietary information owned by or relating to Fresno State or any of its affiliates, potential donors or donors, however disclosed, and including, without limitation: names, addresses, donation amounts, contact details, financial information, and other information relating to donors or donations; internal practices and procedures; and any other information relating to the business of Fresno State.
2. The Confidential Information is highly valuable and proprietary to Fresno State and shall remain the exclusive property of Fresno State. The user shall hold the Confidential Information in strict confidence and shall only use the Confidential Information for purposes that have been pre-approved by Fresno State and are consistent with Fresno State policies and procedures.
3. Without limiting the restrictions set forth in Section 2, (a) the user agrees not to, without the prior written consent of Fresno State disclose, print, copy, download, place or store in a retrieval system, transfer, or make any unauthorized use of the Confidential Information; and (b) the Confidential Information shall not be used, directly or indirectly, to confer a private benefit upon one or more individuals, to participate or intervene in any political campaign, or otherwise to the detriment of to Fresno State.
4. The user agrees that unauthorized use or disclosure of the Confidential Information would cause the Fresno State serious or irreparable harm. Breach of this Agreement may result in (a) the restriction or denial of access to the Confidential Information and Fresno State resources, (b) a report to Fresno State and appropriate disciplinary action by Fresno State and (c) legal action against the user by Fresno State and third parties.
5. Upon notice from Fresno State or upon completion of the pre-approved purpose for which any Confidential Information is obtained or provided, the user shall immediately destroy or deliver to Fresno State Foundation any Confidential Information and all copies thereof, whether in hard copy, computerized, or other form that he or she has in his or her possession or control.
6. The user agrees to take all measures necessary to safeguard use of and access to those accounts to which user is granted access by Fresno State (Account Credentials). The user agrees to keep confidential and not share with any third parties his or her Account Credentials and to notify the Fresno State Foundation immediately if he or she believes that any unauthorized person has gained access to the Account Credentials or if the Account Credentials have otherwise been compromised.

Project title
of Signing

Date

Project Leader Signature

Project Leader Name (Print)