

Confidentiality Policy

Elk Grove Community Foundation dba Elk Grove Regional Scholarship Foundation (EGRSF)

A. Policy Statement

This Confidentiality Policy addresses how the EGRSF will manage, handle, and control confidentiality in its day-to-day business. This policy applies specifically to the Board, committees, officers, employees, volunteers, other persons contractually or otherwise working on Foundation-sponsored matters, and other persons having or granted access to "Confidential Information" (as that term is defined in Section D hereof) of the Foundation (collectively, "Recipient Party").

B. Purpose

Recipient Party, from time to time, may be required to have access to and use confidential, sensitive, and proprietary information or data of the Foundation. In such situations, confidentiality is in the best interests of the foundation, since disclosure could injure individuals and organizations both inside and outside of the Foundation. In addition, disclosure could involve unfair business advantage, personnel action, and other risks. The Foundation desires to establish a clear, reasonable, and fair standard for confidentiality applicable to Recipient Party.

C. Objectives

Recipient Party will have a clear understanding of the Foundation's need for confidentiality. Recipient Party will:

- understand the kind of information deemed confidential by the Foundation;
- know how to mark information confidential;
- know how to handle Confidential Information;
- understand the responsibility to return Confidential Information upon termination of the relationship with the Foundation; and
- know how breaches of this policy will be handled by the Foundation.

This policy will minimize

- the potential for Confidential Information to be compromised, and
- the risk of Recipient Party being accused of inappropriate activity or the appearance of impropriety.

D. Applicability

This policy applies to all information, material, and data relating to activities or sources of the Foundation, in whatever form or media, that the Foundation considers or treats (or that Recipient Party reasonably knows, or should know, should be considered or treated) as confidential, sensitive, or proprietary, whether or not the same is explicitly marked confidential.

This includes, without limitation: special fundraising and marketing techniques, analyses of the market and donor base, forms, software programs, agreements, file or database materials in whatever form, books, manuals, service literature, training materials, donor and prospective donor lists, record cards, files, correspondence, documents, contracts, orders, messages, memoranda, notes, agreements, invoices, receipts, lists, software listings or printouts, specifications, models, computer programs, and records of any and every kind (collectively, "Confidential Information").

Examples include but are not limited to:

- current and prospective donor lists, record cards, and files (including personal and business data);
- employee personnel matters and actions, including personnel records with responsibilities, qualifications, and compensation information, as well as medical records or data that will be unduly invasive of personal privacy;
- information generated by self-regulatory proceedings, such as ethics and professional conduct investigations, certification, standards setting, accreditation, or other business or governance enforcement;
- opinions and other privileged information received from inside or outside legal counsel or other learned experts, including staff;
- executive or closed session information, including minutes and notes of any Board, committee, or other Foundation-sponsored meeting;
- financial statements, reports, summaries, and workpapers;

- business and financial discussions, agreements, and financial data (including, but not limited to, program plans and budgets, information about programs, projects, products, and services under development, as well as data generated through confidential merger or acquisition processes, or other cooperative or partnership agreements);
- trade secrets or confidential commercial information generated through the Foundation's activities, or shared with the Foundation by outside business concerns on the condition of confidentiality; and
- Programs, products, and services being developed but not yet made public.

E. Dissemination

This policy and the Foundation's **Confidentiality Agreement** (attached to this policy) shall be disseminated to Recipient Party, provided that:

- Recipient Party shall not have any access to any confidential, sensitive, or proprietary information or data of the Foundation unless Recipient Party has first signed the Foundation's Confidentiality Agreement;
- any dissemination of such information by the Foundation to Recipient Party does not grant or imply any license or right to disclose or use the same for personal or business purposes;
- all Confidential Information shall at all times remain the sole property of the Foundation and shall be deemed to be disseminated to Recipient Party in confidence and solely in connection with Recipient Party's obligation to the Foundation;
- all Confidential Information shall be used only in connection with the authorized, lawful business of the Foundation, consistent with the terms of this policy, and shall not be disseminated to any unauthorized person or entity absent the prior written permission of the Foundation's Executive Committee with legal counsel concurrence; and
- Recipient Party shall act with utmost care to avoid any unauthorized disclosure (inadvertent or otherwise) of Confidential Information, and it is incumbent on Recipient Party to ascertain whether a person is authorized to receive Confidential Information.

F. Authority

Where legitimate reasons exist for confidentiality, such as those in Section D (but not limited by those examples), the Foundation's Board is authorized to

formally designate information, material, and data relating to activities or sources of the Foundation, in whatever form or media, as confidential, sensitive, or proprietary information.

G. Return of Confidential Information

At any time upon request of the Foundation, and in any event promptly upon termination of any relationship with the Foundation, regardless of whether such termination is initiated by the Foundation or by Recipient Party, Recipient Party shall deliver all Confidential Information, in whatever form, to the Foundation.

H. Report of Violations

It is the responsibility of Recipient Party to notify any officer of the Foundation or of the Foundation's Board of any violations of this policy that Recipient Party knows or suspects to exist. The failure of Recipient Party to give such notice shall constitute a violation of this policy.

I. Violations

Violations of this policy shall be referred to the Foundation's Executive Committee for appropriate action. The Executive Committee shall take immediate action, including, but not limited to, the immediate return of Confidential Information from the unauthorized person, recommendation of appropriate action to be taken against Recipient Party responsible for the unauthorized disclosure, and the immediate review and modification, if necessary, of this policy and Foundation procedures to guard against any future compromise of Confidential Information.

Adopted November 2006

Revised November 2025