

NON-DISCLOSURE AGREEMENT

I, _____ (“Member”), whose address is _____, am entering into this Non-Disclosure Agreement (“Agreement”), dated _____, 201__ with the Native American Contractor’s Association (“NACA”), a District of Columbia non-profit corporation.

WHEREAS, I am a Member of NACA and I am requesting a copy of NACA’s membership list (“Membership List”) for the following purpose(s): _____.

WHEREAS, the Membership List is a valuable asset of the corporation and agree that NACA should protect this asset from unauthorized use and dissemination.

THEREFORE, I agree as follows:

1. **Non-Disclosure of the Membership List.** I agree to hold NACA’s Membership List in strict confidence, and not to use, copy, disclose, transmit, reproduce, quote or summarize such Membership List for any reason except as authorized by NACA.

2. **Injunctive Relief.** I understand and acknowledge that NACA has a legitimate interest in preventing the dissemination or misuse of its Membership List. If anyone tries to compel me to disclose any of NACA’s Membership List, by subpoena or otherwise, I will immediately notify NACA so that it may take any actions it deems necessary to protect its interests. I understand that the disclosure or use of the Membership List in violation of this Agreement could cause irreparable harm to NACA for which monetary damages may be difficult to ascertain or be an inadequate remedy. The Member therefore agrees that NACA will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of this Agreement. This Agreement extends indefinitely beyond my relationship with NACA until the information becomes known to the public through no fault of my own.

3. **Unauthorized uses of the Membership List.** I agree that I will not use (or knowingly allow others to use) the Membership List to: 1) solicit money or property, unless the money or property will be used solely to solicit votes of the members in an election to be held by the nonprofit; (2) for any commercial purpose; and (3) the list may not be sold or purchased by any person. D.C. Code § 29-413.07.

4. **Return of Membership List.** The Member will return or destroy the Membership List upon the earlier of (i) use by the Member for the lawful purpose; or (ii) the NACA’s written request. If the Member elects to destroy the Membership List, it will notify NACA of such destruction and the date that the destruction took place.

5. **Governing Law; Survival; Waiver.** This Agreement shall in all respects be governed by the laws of the District of Columbia. Any legal proceeding will be brought in District of Columbia. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. The failure of either party to insist upon or enforce strict performance by the other of any provision of this Agreement or to exercise any right, remedy or provision of this Agreement will not be interpreted or construed as a waiver.

Member

Native American Contractor’s Association

By: _____
Name:

By: _____
Michael Anderson, Executive Director