

## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is dated the \_\_\_\_\_ day of \_\_\_\_\_, and is by and between the New Brunswick Non-Profit Housing Association (NBNPHA) (the "RECEIVING PARTY") and \_\_\_\_\_ (your organization name), (PROVIDING PARTY), a non-profit corporation, with its principal offices at \_\_\_\_\_. In connection with financial information, the RECEIVING PARTY may be given or have access to certain confidential information of Providing Party or third parties (collectively, "Confidential Information").

Confidential Information is all information that PROVIDING PARTY considers confidential or proprietary information of PROVIDING PARTY or third-party sources, regardless of whether such information is marked as such by PROVIDING PARTY. Confidential Information shall include, but is not limited to, information regarding the organization, operations, programs, activities, policies, procedures, practices, financial condition, trade secrets, membership lists, and standards of PROVIDING PARTY, its members, or third parties.

Confidential Information also shall include, but is not limited to, unpublished or pre-release versions of PROVIDING PARTY standards, white papers, and other documents and information, or internal use only or limited circulation documents and information.

The RECEIVING PARTY covenants and agrees not to disclose or permit to be disclosed any Confidential Information, and that the RECEIVING PARTY will not appropriate, photocopy, reproduce, or in any fashion replicate any Confidential Information without the prior written consent of PROVIDING PARTY. The RECEIVING PARTY agrees that any disclosure of Confidential Information in violation of this Agreement shall cause immediate and substantial damage to PROVIDING PARTY and to any parties that provided the Confidential Information to PROVIDING PARTY. The RECEIVING PARTY agrees to use reasonable efforts to maintain the confidentiality of the Confidential Information and agrees not to use any Confidential Information for its own benefit or that of a third party unless authorized in advance in writing by PROVIDING PARTY. Confidential Information shall not include information that enters the public domain through no fault of the RECEIVING PARTY or which the RECEIVING PARTY rightfully obtains from a third party without comparable restrictions on disclosure or use.

Your organization:	RECEIVING PARTY: NBNPHA
Signature:	Signature:
Name:	Name: Peter Corbyn
Title:	Title: Executive Director
Date:	Date:

**We will only get there with more data.**

**Financial data will enable us to:**

1. Determine and analyze the revenues and expenses of the affordable housing sector to determine the sector's financial capacity to undertake projects aimed at revitalizing the old stock and taking on new development projects.
2. Identify existing capacity gaps in cash flow and replacement reserves.
3. Identify opportunities for consolidations and mergers that would yield positive results in terms of financial and operational capacity.
4. Advocate for changes to government policy or new funding programs to assist with old stock revitalization and new development.
5. Identify best practices and group purchasing opportunities and share those with all members to improve overall financial performance.