



## KUT | KUTX RADIO VOLUNTEER – CONFIDENTIALITY AGREEMENT

**This form is used for all volunteers with access to KUT|KUTX's facilities, computers, donor data and information.**

In order to provide the highest quality of services, maintain the confidence of donors and staff, preserve integrity, safety and respect, and comply with laws and regulations, KUT|KUTX and The University of Texas requires all Volunteers to read and complete this Volunteer Confidentiality Agreement. Thank you for your understanding and cooperation! If you have questions, please contact the Volunteer Coordinators:

For KUTX: Jacquie Fuller (512-496-3029 | [volunteer@kutx.org](mailto:volunteer@kutx.org))

For KUT: Rachel Bentley (512-232-0837 | [volunteer@kut.org](mailto:volunteer@kut.org))

### GENERAL VOLUNTEER TERMS

As a KUT|KUTX Volunteer, I agree:

- To abide by all applicable policies and rules of KUT|KUTX and The University of Texas. These policies include but are not limited to: rules on sexual harassment, nondiscrimination, vandalism and drug and alcohol abuse in University facilities. These policies are available upon request or at [www.utexas.edu/policies](http://www.utexas.edu/policies).
- To abide by the aforementioned policies while volunteering for KUT|KUTX at events not held in University facilities (i.e., offsite events.)
- That I may not act for, represent, or bind KUT|KUTX or The University of Texas in any manner.
- That as a volunteer, I will not receive any wage, benefits or other compensation for my volunteer services. I will not be extended coverage under unemployment and Workers' Compensation insurance, or be entitled to participate in any plans or distributions in connection with pension, bonus or other benefit plans.

### INTELLECTUAL PROPERTY

- I acknowledge that my image, picture, and likeness may be photographed and/or recorded to be included in a KUT|KUTX event slideshow, program, or promotional materials. KUT|KUTX shall own all rights, title and interest, including the copyright, in and to any photos or recordings made. By my presence as a volunteer, I grant permission for any of these images/recordings/other likeness to be used by KUT|KUTX.
- I agree that all intellectual property that I create for KUT|KUTX or The University of Texas as a volunteer will be "work for hire" under U.S. Copyright laws and will therefore be the exclusive property of KUT|KUTX and The University of Texas. I will not retain any copyright or redistribution rights. Any agreement to the contrary with KUT|KUTX must be in writing and signed by an authorized KUT|KUTX representative.

### CONFIDENTIALITY AGREEMENT

I understand that I may have access to confidential information while participating as a KUT|KUTX Radio Volunteer. This Confidentiality Agreement describes my obligations for the use of confidential information.

**DEFINITION OF CONFIDENTIAL INFORMATION:** "Confidential information" includes, but is not limited to: strategic plans, financial reports, contracts and licenses, personnel information, donor information, credit card information, programming plans, e-mail lists, or other data. Confidential information may be in written or oral form. It may or may not be clearly labeled as "confidential". Confidential information may be owned by KUT|KUTX, The University of Texas or by those who have a relationship with KUT|KUTX.

Confidential information is not (a) already in the public domain at the time of disclosure, (b) lawfully in my possession prior to receipt from KUT, without obligation of confidentiality; or (c) required to be disclosed pursuant to the lawful order of a government agency or disclosure is required by operation of law; however, prior written notice must be given to allow KUT|KUTX to seek a protective order or other appropriate remedy.

**IMPORTANT:** Disclosure of any confidential information may be harmful to KUT|KUTX and to other persons or organizations, and may expose KUT|KUTX, The University of Texas, and others to significant legal liability.

I understand and agree that:

(a) I will use and disclose confidential information only for performing my assigned duties as a KUT|KUTX volunteer. I will not use or exploit confidential information for my own benefit or the benefit of any third party.

(b) I will take care to properly secure confidential information and will take steps to ensure that others cannot view or access such information. Therefore, I may be asked to move my personal items away from computers.

(c) I will not write down, photograph, or otherwise record any confidential data, including credit card numbers, donor information, etc.

(d) I will not discuss with anyone, unless authorized by a KUT|KUTX Volunteer Supervisor, any fact, document, or file, the substance or the existence of which I would have known except for the duties I perform at or for KUT|KUTX.

(e) If I become aware of any loss, unauthorized use, or disclosure of confidential information, by self or others, I will immediately report it to the appropriate KUT|KUTX supervisor.

(f) If I am uncertain whether information is considered confidential, if I am unclear about my responsibilities, or if I have any questions related to KUT|KUTX confidentiality policies, then I will seek clarification from the appropriate KUT|KUTX Volunteer Supervisor.

(g) I will, within five (5) days of written request by KUT|KUTX, return to KUT|KUTX all confidential information received from KUT|KUTX in any form, including electronic versions, hard copies, reproductions or any other materials containing confidential information.

**CONSEQUENCES/LEGAL ACTION.** I understand that if I breach the terms of this Confidentiality Agreement, KUT|KUTX will have all remedies available to it in law and equity. I understand that KUT|KUTX and/or The University of Texas will take all necessary steps to respond to any violation of the terms in this agreement, including without limitation, referring such violations to appropriate law enforcement authorities for appropriate adjudication or prosecution.

**DURATION.** The terms of this Confidentiality Agreement will survive the completion of my participation as a KUT|KUTX volunteer and will remain in effect in perpetuity.

**I hereby accept and agree to the terms of this Confidentiality Agreement.**

**Volunteer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Volunteer Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Email address \_\_\_\_\_

*In case of emergency, please contact:*

*Name* \_\_\_\_\_

*Relationship* \_\_\_\_\_ *Phone Number* \_\_\_\_\_