



American Culinary Federation

Non-Disclosure Agreement (NDA) for Volunteers on Committees and Task Forces

Updated September 2025

AmericanCulinaryFederation, Inc. • administration@acfchefs.org • 6816Southpoint Pkwy, Ste 400 • Jacksonville, FL 32216 • (800) 624-9458 • www.acfchefs.org

This Non-Disclosure Agreement ("Agreement") is entered into as of the date of signature by and between the American Culinary Federation ("ACF") and the undersigned volunteer ("Volunteer"), collectively referred to as the "Parties."

1. Purpose

The purpose of this Agreement is to protect the confidentiality of sensitive, proprietary, and confidential information acquired by the Volunteer during their participation on ACF committees, task forces, or any related volunteer activities. Such information includes, but is not limited to, data, reports, strategies, communications, and discussions that occur within ACF and its internal entities.

2. Confidential Information

For the purposes of this Agreement, "Confidential Information" includes, but is not limited to:

- Internal reports, data, and strategic plans of ACF.
- Information disclosed during committee or task force meetings, whether verbal or written.
- Financial data, membership information, and internal policies.
- Personnel information, including but not limited to details regarding employee reorganizations, hiring, and firing of current and former employees.
- Discussions related to human resources matters, employee performance, disciplinary actions, promotions, and transfers.
- Any other information expressly identified as confidential by ACF.

Confidential Information does not include information that:

- Is or becomes publicly available through no breach of this Agreement by the Volunteer.
- Was already known to the Volunteer prior to disclosure by ACF.
- Is disclosed to the Volunteer by a third party who is not subject to confidentiality restrictions.

3. Volunteer Obligations

The Volunteer agrees to:

- Keep all Confidential Information strictly confidential and not disclose it to any past volunteers, external individuals, or entities without prior written consent from ACF.
- Not discuss or share Confidential Information with other ACF members or volunteers unless such individuals have the necessary clearance and an express need to know.
- Use the Confidential Information solely for the purposes of fulfilling their volunteer responsibilities for ACF.
- Take reasonable measures to protect Confidential Information from unauthorized access or disclosure.

4. Duration

The obligations of confidentiality and non-disclosure shall continue:

- During the Volunteer's participation in any committee or task force within ACF.
- After the conclusion of the Volunteer's participation for a period of five (5) years.

5. Penalties for Breach

In the event of a breach of this Agreement, ACF reserves the right to take the following actions, based on the severity of the breach:

- Issuing a formal written warning.
- Removal from the volunteer role on the committee or task force.
- Prohibition from future volunteer roles within ACF.
- ACF may also seek legal remedies, including but not limited to injunctions or damages.

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6. Return of Confidential Information

Upon conclusion of the Volunteer's role or at the request of ACF, the Volunteer agrees to promptly return or destroy all Confidential Information in their possession, including but not limited to electronic and paper copies.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state in which ACF is headquartered, without regard to its conflict of laws principles.

8. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter and supersedes all prior negotiations, agreements, or understandings. Any amendments to this Agreement must be made in writing and signed by both Parties.

9. Acknowledgment

The Volunteer acknowledges that they have read and understood this Agreement and agrees to abide by its terms.

In witness whereof, the Parties hereto have executed this Non-Disclosure Agreement as of the date below.

Signature: _____ Date: _____

Volunteer Name: _____

American Culinary Federation Representative

Signature: _____ Date: _____

Name: _____

Title: _____