

**ACCESS VOLUNTEER GRIEF MENTOR  
Non-Disclosure and Confidentiality Agreement**

ACCESS is an air disaster bereavement support network dedicated to connecting those who have survived or lost loved ones in private, military and commercial plane crashes and other aviation tragedies (“clients” or “client”) with Volunteer Grief Mentors (“Mentors” or “Mentor”) who have lived through similar losses. As part of the client/mentor relationship, the client may disclose to his or her Volunteer Grief Mentor confidential and sensitive information, including but not limited to their identity, their contact information, their decision to contact ACCESS, and their personal experiences (“Confidential Information” or “Confidential Client Information”). In consideration of my participation as a Volunteer Grief Mentor, I acknowledge and agree that the confidentiality of client information is of vital importance to ACCESS and its clients, and that ACCESS would not otherwise allow me to participate as a Mentor unless I first entered into this Confidentiality Agreement. On that basis, I agree to the following terms and conditions:

**1. VOLUNTEER GRIEF MENTOR ROLE.**

**1.1 I am 18 years of age or older.**

**1.2 I understand that my participation as a Mentor is voluntary and free of cost with no warranty whatsoever either expressed or implied.**

**1.3 I understand that my role as a Mentor for ACCESS is limited to providing emotional support exclusively by telephone and email, and that the exchange of physical addresses or forms of contact other than by telephone and/or email is prohibited.**

**1.4 As a Mentor, I will initiate the calls and emails to the client contacting ACCESS for help. I understand that the recommended duration of each grief mentoring call is 30 minutes or less.**

**1.5 I understand that my role as an ACCESS Mentor does not include providing, offering, or addressing medical, psychological, psychiatric, financial, legal, social, religious, spiritual, political, nutritional, dietary, drug abuse, alcohol abuse, suicide, sexual misconduct, marital, family, exercise, technical or any other professional or expert advice. I agree I will not make any representation of having training, knowledge, experience, expertise or credentials in these areas or attempt to provide guidance, recommendations or specific referrals in these areas. Even if I possess some training, knowledge, experience, expertise or credentials in any of these or other areas, I understand that in my role as Mentor, I am not authorized to apply them.**

**1.6 I acknowledge that ACCESS does not make any representations or warranties, either expressed or implied, to me concerning my participation as a Mentor. I agree that neither ACCESS nor any ACCESS representative shall have any liability to me resulting from my participation as a Mentor and/or my receipt or use of Confidential Client Information.**

**1.7 If I am having any difficulties with the client I am assigned to I agree to contact ACCESS immediately at: 877-227-6435.**

**1.8 I understand that I must relinquish my Volunteer Grief Mentoring role if I do not adhere to the terms of this Agreement.**

**2. CONFIDENTIAL INFORMATION.**

**2.1 I understand that as a Mentor I may have access to Confidential Information which is not otherwise known to the general public. Such Confidential Information includes, but is not limited to:**

the identity of any client to whom ACCESS or any of its employees or volunteers is providing or has provided support services, client contact information, client experiences or personal history, client physical or mental condition, the substance or topic of any communication in the course of providing support services, and any non-public information disclosed by an ACCESS client in connection with mentoring.

### **3. NON-DISCLOSURE OBLIGATIONS.**

**3.1 I agree to receive and hold all information related to Communication with my ACCESS clients in strictest confidence (excepting duly authorized ACCESS staff members who initiate contacts and monitor general quality and frequency of contacts) and to use ACCESS information and materials only as necessary to my participation as a Volunteer Grief Mentor for the purposes intended by ACCESS. Such Communication includes, but is not limited to, contents, comments and details of interactions between myself and my Clients and between myself and related ACCESS staff members. Without limiting the generality of the foregoing:**

**(a) I agree that I will not disclose any aspects of our Communications to any third parties (excepting duly authorized ACCESS staff members who initiate contacts and monitor general quality and frequency of contacts). This strictly prohibits sharing any such information or materials with any other person or entity including, but not limited to friends, family, and co-workers. I understand that even a casual comment to a stranger is in strict violation of this Agreement.**

**(b) I agree that I will not, directly or indirectly, in whole or in part, in any way, use, reveal, report, publish, disseminate, disclose, transfer, sell, profit from or discuss with the general public or any third parties (excepting duly authorized ACCESS staff members who initiate contacts and monitor general quality and frequency of contacts) any aspect of my Communication with my Clients without prior written permission by the Client and ACCESS.**

**(c) I agree that I will not, directly or indirectly, profit from, sell or share ACCESS materials or any information pertaining to my mentoring interactions or experiences and any information related to these Communications (excepting duly authorized ACCESS staff members who initiate contacts and monitor general quality and frequency of contacts).**

### **4. REMEDIES.**

**4.1 I acknowledge and agree that improper use or disclosure of Confidential Information would cause immediate and irreparable harm to the Client and to ACCESS, and that money damages will not be adequate to compensate the Client or ACCESS or to protect and preserve the status quo pending a determination on the merits of the dispute, and that the client and ACCESS will be entitled to a temporary restraining order and/or a preliminary injunction prohibiting me from committing any violation of this Agreement without the need for posting bond. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity.**

### **5. HOLD HARMLESS.**

**5.1 I agree to indemnify and hold ACCESS and its officers and employees harmless from all claims present and future including and not limited to any type of loss, liability, and damages including physical, emotional and other injuries resulting directly or indirectly from my disclosure of Confidential Information.**

### **6. SURVIVAL OF OBLIGATIONS.**

**6.1 I understand that my obligations regarding confidentiality and non-disclosure hereunder shall survive the termination or expiration of this Agreement.**

**7. NON-WAIVER and VALIDITY.**

**7.1 I understand that the failure of ACCESS or the Client to enforce the breach of any covenant of this Agreement will not constitute a waiver of ACCESS's right to enforce any other breach of this Agreement.**

**7.2 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and shall not affect, impair, or invalidate the remainder of this Agreement, which shall remain in full force and effect.**

**8. GOVERNING LAW.**

**8.1 Notwithstanding the place where this Agreement may be executed by any of the parties hereto, ACCESS and the undersigned Mentor expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the laws without regard to principles of conflicts of law. In the event that a judicial proceeding is necessary, the sole forum for resolving disputes arising out of or relating to this Agreement is the state or federal courts. ACCESS and the undersigned Mentor hereby irrevocably consent to the jurisdiction of such courts.**

**9. ENTIRE AGREEMENT.**

**9.1 This Agreement constitutes the entire agreement between ACCESS and the undersigned Mentor pertaining to the Mentor's participation as an ACCESS Voluntary Grief Mentor, and all prior or contemporaneous understandings or agreements, whether written or oral, among the parties with respect to such subject matter are hereby superseded in the entirety. The parties have made no agreements, representations, or warranties relating to the subject matter of this Agreement that are not set forth herein and no agreement, understanding or promise subsequent to the date hereof relating to the subject matter of this Agreement, the Confidential Information, or otherwise among the parties hereto shall be binding upon the parties unless in writing and executed by the Mentor and an authorized ACCESS representative. No party shall be entitled to rely on oral statements made by the other party which are not contained in a written agreement between such parties.**

**I have read and understand the Agreement and consent to be bound by the terms thereof.**