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## Ethics and Grievance Confidentiality Agreement

This Confidentiality Agreement (“Agreement”) is made between:

Recipient: \_\_\_\_\_ AND Disclosers: Real Estate Staging Association and Parties to the complaint

It is understood and agreed to that the Disclosers and the Recipient would like to exchange certain information that is considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. “Confidential Information” can be described as and includes: Any and all information, e-mails, and discussions while serving in the role of Ethics Committee Advisor or Ethics Committee Facilitator. This may include information that is sensitive to RESA Members such as, but not limited to, proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans, models and actions and behavior patterns of RESA Members. In addition the Recipient shall have a duty to protect any and all confidential and/or sensitive information, which is (a) disclosed by Disclosers in writing, email or via telecommunications; and/or (b) disclosed by Disclosers in any other manner regarding the outlined proceedings.
2. Recipient shall use the Confidential Information only for the purpose of evaluating the Ethics Grievance process. Recipient shall not disclose any information regarding the proceedings to anyone including people within its own organization; including officers, partners, members and/or employees. In addition recipient will not disclose information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Disclosers.
3. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs nor expenses incurred.
4. This Agreement is made under and shall be construed according to the by- laws of the Real Estate Staging Association. In the event that this agreement is breached, the recipient will immediately be removed from the Ethics Committee, any Leadership positions and removed from RESA Membership for a minimum of one year.
5. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
6. The member agrees to serve on the Ethics Committee for a period of one year. You may or may not be called upon during that year to review ethics policies and or grievance proceedings.

**WHEREFORE, the recipient acknowledges that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.**

**Disclosers** Real Estate Staging Association and Parties to the Complaint. Please sign and fax to 916 273 7736 or email shell@resa-hq.org

**Recipient Printed Name:** \_\_\_\_\_

**Recipient Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_