

CENTRAL CALIFORNIA TRIBAL CHAIRPERSONS' ASSOCIATION

CONFIDENTIALITY POLICY

Section 1. Purpose; Application.

The Confidentiality Policy of the Central California Tribal Chairpersons' Association ("Association" or "CCTCA"), an inter-tribal organization consisting of participating tribes in the Central California Region ("Member Tribe"), is intended to set forth the guiding rules and principles governing the handling and management of the Association's confidential information, including the confidential information of Member Tribes. This Confidentiality Policy shall serve as the basis to establish systems of internal controls and conduct for the Association's administration of confidential information.

The Association's management of confidential information shall comply with the Association's Bylaws, this Policy, and all other applicable laws and approved policies and procedures. To the extent there is any conflict between the Bylaws and this Confidentiality Policy, the Bylaws shall control.

This Confidentiality Policy shall apply to the Association, its Governing Board, employees, agents, volunteers, Member Tribes, and others who, by virtue of their involvement with the Association, gain access to confidential information that is properly considered proprietary or otherwise sensitive and not generally known, and as defined herein.

Section 2. Confidential Information; Non-disclosure Agreement; Affirmative Duty.

The Association manages and has access to information that is strictly confidential. Likewise, each Member Tribe may have access to the same or similar information due to its membership in the Association. The Association and all Member Tribes shall hold Confidential Information under a strict obligation of confidentiality and shall not disclose confidential Information, as defined herein, except pursuant to this Confidentiality Policy. Said Confidential Information is defined as, but not limited to, any and all information related to the Association's governing documents, proprietary financial and business records, marketing and strategic plans, political support and positions that are not already publicly known and properly disclosed, private donations, and personnel records of the Association, its members, employees, agents, representatives, volunteers, supporters, and donors (collectively, "Confidential Information"). Additionally, information that is confidential and proprietary of a Member Tribe, whether governmental, business-related or financial in nature, shall constitute Confidential Information under this Policy. Furthermore, all attorney-client communications between the Association (whether the Governing Board or Member Tribes) and legal counsel, involving legal advice or guidance for the Association, and all attorney work product developed by legal counsel for the Association, shall be considered privileged and confidential, and protected from disclosure under this Policy. Confidential status shall attach to such analyses and documents under this Policy irrespective of whether legal counsel has been formally and directly retained by the Association, or the legal counsel has been retained by a Member Tribe and is nonetheless involved in providing legal guidance to the Association.

Confidential Information shall not include information that is part of the public domain, known to third parties, or was properly or lawfully disclosed; provided said information was not placed in the public domain or disclosed to a third party improperly by the Association or a Member Tribe without authorization .

The duty not to publicly disclose Confidential Information is an affirmative duty of *both* the Association and each Member Tribe and such duty shall survive a Member Tribe's termination of membership in the Association, dissolution of the Association, or termination of a Member Tribe's position on the Governing Body.

Section 3. Sovereign Immunity; Compelled Disclosure.

The Association, as an inter-tribal association, is an entity that is entitled to sovereign status. In addition, each Member Tribe maintains its sovereign status as an independent federally recognized Indian tribe. Accordingly, the Association shall not disclose Confidential Information pertaining to any Member Tribe to any government body or agency, court of competent jurisdiction, or regulatory body without first immediately notifying the Member Tribes of said request so that each Member Tribe may evaluate whether or not a Member Tribe may need to seek a protective order, or other remedy, to protect the individual Member Tribe's Information, at its sole expense. The Association may seek a protective order, or other remedy, to prevent the compelled disclosure of any Confidential Information held by the Association, at its sole expense.

Section 4. Disclosure of Information.

a) Member Disclosure. Each Member Tribe shall have access to the records of the Association. Upon written notice to the Governing Board, Member Tribes may request Association records be provided to the Member Tribe. The Governing Board shall be afforded a reasonable amount of time to respond to any written request for information by a Member Tribe.

b) Public Disclosure. No member of the Governing Board, or Member Tribe speaking on behalf of the Association, shall make any statements to a government body or agency, media, third-party, or general public without prior approval of the Governing Board. Said approved public disclosures shall be made only in the form, manner and content as approved by the Association's Member Tribes or Governing Board.

c) Unauthorized Disclosure. Unauthorized disclosure of Confidential Information by a member of the Governing Board or by a Member Tribe may result in removal from the Governing Board or Association under the procedures set forth in the Association Bylaws. The Association shall investigate and conduct appropriate due diligence regarding any allegation of unauthorized disclosure by a Member Tribe or member of the Governing Board. The results of said investigation may result in a recommendation to the Association that the Member Tribe or elected member of the Governing Board be removed from the Association or the Governing Board.

d) Member Information Restriction. If information pertains only to a Member Tribe and is deemed Confidential Information by that Member Tribe, provided the information is marked “Confidential Information” in a conspicuous manner, it shall not be disclosed to any party, including other Member Tribes, unless in accordance with the terms of a non-disclosure agreement or other applicable law.

Section 5. Records Retention

The Governing Board shall retain Confidential Information in accordance with the Association’s Bylaws.

Section 6. Association Approval/Future Amendments.

This Confidentiality Policy shall be in effect upon adoption by the Governing Board, and subsequently presented to the Association for approval at the following regularly scheduled meeting. Upon approval by the Association, the Governing Board is thereafter empowered to adopt amendments to this Confidentiality Policy, to the extent the Governing Board determines such are needed for protective purposes. The Confidentiality Policy, as amended, shall then be presented to the Association at a regularly scheduled meeting for ratification.

Section 7. Sovereign Immunity.

Nothing in this Confidentiality Policy may be construed to be a consent or submission by the Member Tribe to the power, jurisdiction or regulatory authority of any other entity, including the Association itself, and each Member Tribe's sovereign immunity shall remain intact. This explicit preservation of each Member Tribe's sovereign authority and immunity extends to every representative Tribal official, employee, entity, or other agent, all of whom participate in this inter-tribal entity in the course and scope of their official capacities for, and on behalf of, their respective participating Member Tribes.