

Family rights advocacy institute

Volunteer Certified Family Advocate Application Form

	Type or print clearly	
Full Name & Social Security number		
Aliases / AKA		
Current Street Address		
City, State, ZIP		
Phone		
FAX		
Cell phone		
email address		
All web sites & domain names owned by you		
Current employer Name, address, phone, supervisor name		
		years employed
Education: College(s), address, degree or years complete		
Civil Court cases for past 10 years: Court, state, county, case number, reason for case, were you plaintiff or defendant, disposition		

<p>Criminal history & court cases including arrests for past 15 years. Date, charged offense, case number, disposition/verdict. Please attach copy of current (no more than 15 days old) NCIC (national criminal) report.</p>	
<p>Describe your involvement in the Family Rights Movement and any contributions you have made to the movement.</p>	
<p>Special Skills and Qualifications: List job-related licenses, skills, training, honors, awards, and special accomplishments</p>	
<p>References (3): (exclude relatives and former employers) Name, address, phone</p>	

Mental Health history: list all mental health treatment you have received, how long it lasted, treatments including Rx, and current status. If you are currently receiving treatment, we will need a signed release to speak with your provider/doctor.	
If you are on probation, provide name, phone, and fax of your probation officer. Provide terms and length of probation.	
What volunteer services do you want to perform for the Institute? Why are you qualified to provide these services?	Sample options include: legal research, paralegal, family advocate, court watcher, parent mentor, emotional support for parents, volunteer driver, in-home services, visitation supervisor, business manager, web design, writer, cameraman/journalist, spokesperson, letter writer, phone tree, transcriber.
How much time do you have to offer per week?	
What days and hours can you work?	
Are you a member of AFRA?	
Describe your ability and willingness to follow directions.	

Why do you want to become a certified family advocate?	
Initial:	I understand this is a non-paid position with FRAI.
Initial:	I agree to submit myself to the authority and oversight of FRAI and abide by all directions, instructions, guidelines and practices.
Initial:	I have signed the non-disclosure, non-compete agreement (attached).
Initial:	I understand that I must satisfactorily complete a one year probationary period before I can be fully certified by FRAI.
Initial:	I have provided my current NCIC report to FRAI.
<p>I CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND UNDERSTAND THAT ANY FALSE INFORMATION ON THIS APPLICATION MAY BE GROUNDS FOR NOT CERTIFYING ME OR FOR PULLING MY CERTIFICATION.</p>	
Signed:	Date:

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Confidentiality and Non-Compete Agreement (this "Agreement") is made effective as of first contact between the hereinafter named parties, between Family Rights Advocacy Institute, of 14053 Eastonville Rd, Elbert, Colorado 80106, and

_____ (name), of

_____ (address)

In this Agreement, the party who owns certain assigned rights to and/or owns the Confidential Information who is known as Family Rights Advocacy Institute and who is requesting the non-competition from the other party will be referred to as "Institute", and the party to whom the Confidential Information will be disclosed and who is agreeing not to compete will be referred to as "RECIPIENT".

Institute is engaged in the business of obtaining, creating, disseminating and producing information, strategies, documents and other communication products relating to child protection issues, and of providing unique training, materials and information in this arena. RECIPIENT is engaged in formal or informal membership or association with the Institute relating to the above described issue. Proprietary information will be made available to the RECIPIENT for restricted use consistent with Institute policies and business; which information, documents, strategies and other communications remain the property of the Institute and shall not be disclosed to anyone not affirmatively affiliated with the Institute. Institute has requested that RECIPIENT will protect the confidential material and information which may be disclosed between Institute and RECIPIENT. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to Institute, whether or not owned or developed by Institute, which is not generally known other than by Institute, and which RECIPIENT may obtain through any direct or indirect contact with Institute.

A. Confidential Information includes without limitation:

- business records and plans
- financial statements
- customer lists and records
- trade secrets
- technical information
- products
- copyrights and other intellectual property
- legal documents
- strategies

- related communications
and other proprietary information.

II. PROTECTION OF CONFIDENTIAL INFORMATION.

RECIPIENT understands and acknowledges that the Confidential Information has been developed or obtained by Institute by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of Institute which provides Institute with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, RECIPIENT agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of Institute. In addition, RECIPIENT agrees that:

- i. No Copying/Modifying.* RECIPIENT will not copy or modify any Confidential Information without the prior written consent of Institute.
- ii. Application to Employees.* Further, RECIPIENT shall not disclose any Confidential Information to any associates, members or employees of RECIPIENT, except those employees who are required to have the Confidential Information in order to perform their volunteer duties in connection with the limited purposes of this Agreement. Each permitted employee, member or associate to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of Institute.
- iii. Unauthorized Disclosure of Information.* If it appears that RECIPIENT or RECIPIENT'S employees, members or associates has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Institute shall be entitled to an injunction to restrain RECIPIENT from disclosing, in whole or in part, the Confidential Information. Institute shall not be prohibited by this provision from pursuing other remedies, including claims for losses and damages, legal fees and court costs.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of Institute, RECIPIENT shall return to Institute all written materials containing the Confidential Information. RECIPIENT shall also deliver to Institute written statements signed by RECIPIENT certifying that all materials have been returned within five (5) days of receipt of the request.

IV. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

V. NO WARRANTY. RECIPIENT acknowledges and agrees that the Confidential Information is provided on an AS IS basis. Institute MAKES NO WARRANTIES, EXPRESS

OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL Institute BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. Institute does not represent or warrant that any product or business plans disclosed to RECIPIENT will be marketed or carried out as disclosed, or at all. Any actions taken by RECIPIENT in response to the disclosure of the Confidential Information shall be solely at the risk of RECIPIENT.

VI. LIMITED LICENSE TO USE. RECIPIENT shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. RECIPIENT acknowledges that, as between Institute and RECIPIENT, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of Institute, even if suggestions, comments, and/or ideas made by RECIPIENT are incorporated into the Confidential Information or related materials during the period of this Agreement.

VII. NON-COMPETE COVENANT. For a period of 3 years after written notice of withdrawal from association with the Institute, RECIPIENT will not directly or indirectly engage in any business that competes with Institute. This covenant shall apply to the geographical area that includes all of the United States of America.

VIII. NON-SOLICITATION COVENANT. For a period of 3 years after written notice of withdrawal from association with the Institute, RECIPIENT will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services as are now provided to, any customer, member, associate or client of Institute. Further, for a period of 3 years after the effective date of this Agreement, RECIPIENT will not directly or indirectly solicit, induce or attempt to induce any employee, member or associate of Institute to terminate his or her employment, association or membership with Institute.

XIV. PAYMENT. Institute will pay compensation to RECIPIENT for the covenants of RECIPIENT in the amount of \$1.00. This compensation shall be payable in a lump sum upon receipt of signed agreement.

X. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of Colorado and jurisdiction for all legal action shall reside in El Paso County, Colorado. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect from the date of first contact between Institute and RECIPIENT even if that first contact predates the date of this

Agreement.

Information Owner: Family Rights Advocacy Institute

By: _____
Suzanne Shell - Officer FRAI

RECIPIENT:

_____ Print name
_____ Signature