

NONPROFIT ADVISORY BOARD AGREEMENT

Organization Name: _____

Advisory Board Member Information:

Location: _____

Full Name: _____

Address: _____

Phone/Email: _____

Purpose and Scope:

This Advisory Board Agreement (“Agreement”) establishes the terms and conditions under which the Advisory Board Member (“Member”) agrees to serve on the Advisory Board of the Organization. The Advisory Board provides non-binding strategic advice, guidance, and support to the Organization’s Board of Directors and management, and acts as a resource for expertise and network expansion.

Term of Service:

The term of service for the Member shall be at the discretion of the Organization’s Board of Directors and may be terminated at any time by either party with written notice. Membership is voluntary and does not confer any rights to compensation or benefits.

Duties and Responsibilities:

The Member agrees to: (a) provide advice and recommendations in areas of expertise; (b) attend meetings in person or via remote communication; (c) maintain confidentiality of sensitive information; (d) disclose any conflicts of interest; and (e) support the Organization’s mission and values.

Confidentiality:

The Member acknowledges that during the term of service, confidential and proprietary information may be disclosed. The Member agrees not to disclose any such information except as authorized by the Organization or required by law, both during and after the term of service.

Conflict of Interest:

The Member agrees to promptly disclose any actual or potential conflicts of interest that could influence the advisory role or decisions. The Organization may determine appropriate actions to address conflicts to preserve integrity and trust.

Compensation:

The Member acknowledges that the advisory position is voluntary and unpaid. No salary, benefits, or reimbursement of expenses will be provided unless otherwise agreed in writing.

Indemnification:

To the fullest extent permitted by law, the Organization agrees to indemnify and hold harmless the Member from any claims, liabilities, or expenses incurred in connection with the advisory role, except in cases of gross negligence or willful misconduct.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of _____ (without regard to conflict of law principles). Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in _____ County, _____.

Entire Agreement and Amendments:

This Agreement constitutes the entire understanding between the parties relating to the advisory role and supersedes any prior agreements, understandings, or representations. Amendments or modifications must be in writing and signed by both parties.

Severability:

If any provision of this Agreement is found to be invalid or unenforceable under applicable law, such provision shall be severed and the remainder of this Agreement shall remain in full force and effect.

Signature:

Advisory Board Member: _____

Organization Representative: _____

ADVISORY BOARD MEMBER SIGNATURE

ORGANIZATION REPRESENTATIVE SIGNATURE

Signature: _____

Signature: _____

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