



# Confidentiality Agreement

In accordance with best practices with regard to confidentiality in Higher Education as well as compliance with the Health Insurance Portability and Accountability Act (HIPAA) and the Family Education Rights and Privacy Act (FERPA), Saint Elizabeth University requires all employees to sign and abide by all terms of the following agreement.

This Agreement is made between \_\_\_\_\_ (“EMPLOYEE”) and Saint Elizabeth University on \_\_\_\_\_ 20\_\_\_\_.

EMPLOYEE will perform services for Saint Elizabeth University which may require the University to disclose confidential and proprietary information (“Confidential Information”) to EMPLOYEE. (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to employment with the University and/or the business or operations of Saint Elizabeth University). Accordingly, to protect the University Confidential Information that will be disclosed to EMPLOYEE, the EMPLOYEE agrees as follows.

- A. EMPLOYEE will hold the Confidential Information received from Saint Elizabeth University in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- B. EMPLOYEE will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by Saint Elizabeth University.
- C. EMPLOYEE will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for Saint Elizabeth University.
- D. EMPLOYEE will, upon the request or upon termination of his/her relationship with Saint Elizabeth University, deliver to the University any drawings, notes, documents, equipment, and materials received from Saint Elizabeth University or originating from its activities for the University.
- E. Saint Elizabeth University shall have the sole right to determine what information is confidential and how it is treated; this may include information provided by the EMPLOYEE for projects or other matters within the scope of the employee’s responsibilities. The University reserves the right to keep such information as a trade secret, to use and disclose the information without prior patent applications, to file copyright registrations in its own name, or to follow any other procedure as the University may deem appropriate.
- F. EMPLOYEE will not remove any Confidential property from the University premises without prior approval from division Vice President or the President of the University.
- G. Saint Elizabeth University reserves the right to take disciplinary action, up to and including termination for violations of this agreement.

Signing below signifies that the EMPLOYEE agrees to the terms and conditions of the agreement stated above and understands that the protection of confidential information is an essential part of employment and your individual job responsibilities.

University Representative/Witness \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Employee Print/Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_