

This Confidentiality Agreement (“Agreement”) verifies that, as an employee for the University of Dayton (the “University”), I, \_\_\_\_\_, have access to confidential, proprietary and sensitive information and understand my role in safeguarding such information. Therefore, in consideration of my present or future employment at the University and consistent with the University’s *Policies and Procedures Handbook for Professional and Support Staff Employees*<sup>1</sup> and the *Policy Prohibiting Illegal, Fraudulent, Dishonest, and Unethical Conduct*,<sup>2</sup> I agree to the terms and conditions below.

### 1. Requirements for Handling Information and Access

I understand that, in the course of my employment, I may have access to information which may be confidential, privileged, proprietary, or otherwise protected from disclosure, including but not limited to documents, lists, software, code, knowledge, log-in credentials, specifications, processes, inventions, techniques, products, studies, reports, designs, developments, photographs, drawings, records, certain assets, plans, scientific materials, prototypes, trade secrets, data, contracts (including terms and conditions thereof), or verbal information, **which may or may not be labeled or otherwise marked as “Confidential,” “Proprietary,” or with a similar marking** (“Confidential Information”). With respect to such Confidential Information, I will adhere to the following restrictions:

- (a) I will not directly or indirectly use, publish, discuss, distribute, reproduce, sell, reverse engineer, license or otherwise disclose Confidential Information to anyone, including but not limited to my spouse and immediate family, in any way other than what I am authorized to disclose through the course and scope of my work.
- (b) I will treat all information that I reasonably know or should know is not public as Confidential Information. When in doubt, I will ask a supervisor.
- (c) I will not disclose to the University or use in my work at the University (unless otherwise agreed to in writing) any proprietary information of any of my prior employers or of any third party.
- (d) I will exercise reasonable care to prevent disclosure of Confidential Information (e.g., by locking or logging off computer when not in use, not leaving office unattended or unlocked, etc.).
- (e) I will notify my supervisor immediately if I have reason to believe my log-in credentials have been compromised or if any Confidential Information has been shared without authorization.
- (f) I will keep hard copies of Confidential Information in a secure place (e.g., locked drawer or cabinet) when not in active use, and I will shred such hard copies when no longer needed in accordance with University policy, my supervisor’s instructions, or any applicable contractual agreement or law.
- (g) I will not access nor seek to gain access to Confidential Information except to fulfill my assigned duties.
- (h) I will not act for personal gain or to the detriment of the University based on Confidential Information to which I have access.

<sup>1</sup> [https://www.udayton.edu/hr/\\_resources/documents/handbooks/Pol\\_ProcHdbk1.pdf](https://www.udayton.edu/hr/_resources/documents/handbooks/Pol_ProcHdbk1.pdf)

<sup>2</sup> <https://www.udayton.edu/policies/internal/hr/prohibited-conduct-policypage.php>

## Employee Confidentiality Agreement (continued)

- (i) I will not copy, alter or remove Confidential Information, nor will I enable others to copy, alter or remove Confidential Information, unless it is necessary for my work.
- (j) I will comply with all University policies and procedures applicable to Confidential Information.
- (k) I agree that all originals and all copies of all files, memoranda, notes, programs, codes and other materials and writings containing any Confidential Information shall be the sole property of the University and shall be returned to the University upon the termination of my employment for any reason.
- (l) Nothing in this Agreement is meant to prohibit or otherwise restrict me from lawfully reporting waste, fraud, or abuse to an authorized investigative or law enforcement representative of a federal department or agency.

### 2. Consequences

I understand that serving as a University employee is a privilege and not a right. I further understand that employees are subject to certain behavioral expectations (as set forth in the employee Handbook and various University policies) and are also subject to all applicable laws and regulations. I understand that if I violate this Agreement, the University will suffer irreparable harm and I may be subject to disciplinary action, including termination.

### 3. Term of Agreement

This Agreement is considered effective as of the first day of my employment with the University. I represent that I have no outstanding obligations that prevent me from complying with this Agreement. I understand that my obligations to maintain confidentiality under this Agreement will continue even if my employment at the University is terminated or my position for the University changes.

This Agreement may not be modified or terminated, in whole or in part, except in writing signed by an authorized representative of the University. Failure of the University to insist upon strict compliance with any of the terms or conditions of this Agreement shall not be considered a waiver of any terms or conditions. By my signature below, I acknowledge that I have read this Agreement, agree to follow its terms, and have received a copy of it.

-----  
Signature

-----  
Date

-----  
Printed name

*Supervisors should provide a copy of this form to the Office of Human Resources (Campus Mail Zip +1649).*