

Appendix 3.1.3.1: Employee Confidentiality Agreement

SPALDING UNIVERSITY EMPLOYEE CONFIDENTIALITY AGREEMENT

THIS EMPLOYEE CONFIDENTIALITY AGREEMENT (“Agreement”) is made and entered into by the undersigned employee (“Employee”) of Spalding University, Inc., a Kentucky non-profit corporation (the “University”).

Employee understands, agrees and acknowledges that from time to time throughout the performance of the employee’s responsibilities and duties as a University employee, Employee may become aware of or have access to certain confidential information. Such confidential information may consist of trade secrets or proprietary information belonging and having value to the University or another entity or person under a contractual arrangement with the University, or may consist of information concerning a person, whether a student, an employee, a Trustee, an alumnus/a, a donor or otherwise, including but not limited to Registrar records, student loan records, student financial records, personnel records, academic records and donor and alumni information (collectively, the “Confidential Information”). As a means of example and not by way of limitation, Confidential Information includes student, employee, Trustee, alumni or donor personal information (address, telephone number, social security number), student academic records (grades, class schedules, academic standing, transcripts), student financial records (financial aid, employment and federal forms), employee records (employment history, payroll) and University business records (contracts, agreements, financial information, gifts, donations, endowments). Confidential Information may be in hard copy or electronic or verbal form.

Employee understands, agrees and acknowledges that it is Employee’s responsibility to safeguard and maintain confidential any and all Confidential Information. Employee shall not, unless otherwise directed by the University, disclose or use any Confidential Information except in the proper course of Employee’s work for the University. Employee shall not attempt to alter, change, modify, add, or delete student or employee records, information or University documents unless specifically instructed to do so by the Employee’s supervisor or other University official. Employee agrees to take steps to maintain the security, confidentiality and integrity of Confidential Information, including but not limited to the following:

1. Securing storage of Confidential Information;
2. Shredding or destroying hard copies of Confidential Information when no longer needed;
3. Using password guidelines set forth by the University, including changing passwords periodically and not posting passwords or sharing passwords with others;
4. Logging off or locking computer terminal when not in use for long periods of time (i.e. breaks and/or lunch);
5. Following the University’s log off/shut down practices nightly;
6. Verifying telephone and fax numbers prior to transmitting Confidential Information;
7. Providing access to Confidential Information with respect to a student only with the written consent of the student, and photo identification; and
8. Reporting any unusual or fraudulent attempts to access Confidential Information to a supervisor or other University official.

Employee understands and agrees that failure to abide fully by the terms and conditions contained in this Agreement is grounds for immediate discipline, up to and including termination of employment. This Agreement is made in consideration of Employee's employment with the University and is effective during and at all times after such employment. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the undersigned Employee executes this Agreement as of the date set forth below.

Employee Signature

Employee Name (Please Print)

Date