



# Confidentiality Agreement

I acknowledge that during the course of my employment at St. John's University ("University") I will become aware of, or have access to, confidential information concerning the University, its employees and students. Such confidential information may consist of trade secrets or proprietary business information including data, statistical information, formulas, processes, techniques and inventions belonging and having value to the University. Other such confidential information may consist of information concerning a person, whether an employee, student or otherwise, and may originate from a personnel record, medical record, investigation file or otherwise. Indeed, I understand that my position of \_\_\_\_\_ in the Office of \_\_\_\_\_ is by its very nature a position of confidence, and thus I agree that all information of which I become aware during the course of my duties is confidential information under this Agreement.

I further acknowledge that unauthorized disclosures of confidential information would be detrimental to the interests of the University and/or the person to whom the confidential information relates, and, moreover, may violate certain state and federal privacy laws. Accordingly, I agree that:

1. I will not disclose confidential information to any person or entity unless the disclosure is made (i) for the express purpose of, and as necessary in, the performance of my duties as a University employee, and (ii) in conformance with University guidelines and other written authorizations of the University;
2. I will not handle confidential information in a reckless or negligent manner that will compromise the confidentiality of such confidential information; and
3. I will not use confidential information for my benefit or for the benefit of a third party.

Upon the termination of my employment with the University, and at all other times as I may be directed by the University, I will return to the University all tangible, electronic or other forms of any confidential information in my possession or under my control.

I understand that my breach of this Agreement may subject me to University discipline, including the termination of my employment, as well as civil and criminal penalties. In addition to any other rights and remedies of the University to enforce its rights arising from this Agreement, I agree that the University is entitled to apply to a court of competent jurisdiction for a restraining order and injunction to prohibit disclosure by me of any such confidential information in order to protect its rights and property as set forth above.

This Agreement is given in consideration for my employment at the University, and all rights and obligations under this Agreement will survive the termination of my employment.

**THE UNDERSIGNED HAS READ THIS CONFIDENTIALITY AGREEMENT, UNDERSTANDS IT, AND SIGNS IT VOLUNTARILY.**

Sign Full Name: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_