

## **Employee Confidentiality Agreement**

**1. Parties; Effective Date.** This Employee Confidentiality Agreement is between Agency Name and the undersigned employee (“Employee” or “you”). This Agreement is effective on \_\_\_\_\_.

**2. Confidentiality.**

2.1 In the course of your employment with the Agency Name, you may observe, hear, obtain, discover or otherwise have access to, information (written, oral, electronic, graphic, drawings, charts, photographs, or other data compilations), that is considered confidential and/or proprietary by the Agency Name (“Information”). Information is protected by the Agency Name from unauthorized use and disclosure. Information includes, but is not limited to, operational information and data; budget and financial information; information regarding trustees, donors, alumni, administrators, faculty, and other employees; student education, academic and discipline records; compilations of data; strategic plans; financial information and proposed agreements. Information may or may not bear special markings that denote its confidential nature. It is important for the Agency Name, and for the persons and entities with whom it has contact, that the Information be maintained in confidence and only be disclosed at the direction of the Agency Name authorized personnel.

2.2 You agree that you will keep Information of the Agency Name confidential. You agree that, unless otherwise directed by the Agency Name, during and after your employment you will not: (a) take, retain or use Information for your own benefit; (b) disclose or publish Information to any other entity or unauthorized person, including without limitation any newspaper, book or media source; (c) delete, encrypt, password protect, or retain electronic files containing Information (including emails and attachments); or (d) take any other action that impairs, restricts, limits, or impedes the Agency Name ability to have full access to and use of its Information. In addition, upon termination of your employment with the Agency Name, you agree to return to the Agency Name all Information and otherwise fully cooperate with and assist the Agency Name in ensuring the Agency Name ability to have full access to and use of its Information or materials. Such cooperation and assistance may include, but is not limited to, removing any password protection, encryption or other proprietary format on Agency Name Information and materials.

2.3 The confidentiality provisions of this Agreement shall survive termination of the employment relationship with the Agency Name and shall survive for so long a period of time as the Information is maintained by the Agency Name as confidential.

2.4 You have no obligation to maintain as confidential any Information that is or becomes entirely in the public domain, or is known to you prior to disclosure by the Agency Name as evidenced by written, dated records in your possession, or is received lawfully by you without the breach of any obligation of confidentiality owed to the Agency Name. The fact that discrete elements of Agency Name confidential information may be in the public domain does not, by itself, remove from the protections of this Agreement any Information combining such discrete elements with other information and technology.

**3. Ownership of Workproduct and Information.**

3.1 Workproduct and Information (collectively, "Workproduct") created or discovered by employees during their employment with the Agency Name that relate to the business (or prospective business opportunities) of the Agency Name, or that use Agency Name Information, or that is created with Agency Name resources (including staff, premises and equipment), belong to the Agency Name and are not owned by any employee individually. Workproduct includes works of original authorship (including but not limited to computer programs, operations manuals, business plans, product literature), ideas, inventions (whether or not patentable), knowhow, processes, trademarks, and other intellectual property.

3.2 You agree that all Workproduct discovered or created by you during your employment with the Agency Name is a "work made for hire" as that term is used in connection with the U.S. Copyright Act. You agree to disclose promptly to the Agency Name all ideas, inventions, improvements, works of original authorship, knowhow, trade secrets, processes and the like developed or discovered by you in the course of your employment with the Agency Name. To the extent that, by operation of law, you own any intellectual property rights in such Workproduct, you hereby assign to the Agency Name all rights, title and interest in such Workproduct, including copyrights, patents, trade secrets, trademarks and knowhow.

3.3 You agree to cooperate with the Agency Name, at Agency Name expense, in the protection of Agency Name Workproduct, including signing any documents necessary to secure such rights, whether during or after your employment with the Agency Name.

**4. General Terms.** This Agreement is made in consideration of your employment with the Agency Name and the compensation the Agency Name will pay you for your service during your employment, but does not alter the at-will nature of your employment. This Agreement contains the entire understanding of you and the Agency Name with respect to the subject matter addressed herein. This Agreement cannot be modified or amended except by written agreement between you and the Agency Name. This Agreement shall be construed in accordance with the laws of the State of Michigan (exclusive of its choice of law rules). This Agreement is binding upon your heirs and personal representative. The terms of this Agreement are deemed to be severable, with the effect that if any of the provisions of this Agreement shall be held to be invalid or enforceable by any court of competent jurisdiction, such provision shall be enforced to the fullest extent that it is valid and enforceable under applicable law, and all other provisions of this Agreement shall remain in full force and effect. You acknowledge that you have had the opportunity to review this Agreement and to discuss it with legal counsel if you choose.

**AGREED AND ACCEPTED:**

**Agency Name**

**Employee**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

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

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