



LOYOLA UNIVERSITY MARYLAND

— 1852 —

CONFIDENTIALITY AGREEMENT

As an employee of Loyola University Maryland (“University”), I may be required to support a variety of University functions in the performance of my duties, and I may have access to confidential University, student, employee, alumni, and Friends of the University information including records about proprietary, financial, educational, personnel, medical, and academic matters, in various media (spoken, print, and electronic) and tangible and intangible forms, and from various sources including, but not limited to, interoffice communications, internal documents, reports, and publications, verbal interactions, correspondence, and databases (collectively, “Confidential Information”). I understand that this definition of Confidential Information is not exhaustive and Confidential Information also includes other information marked as confidential or that would appear confidential to a reasonable person in my position. Confidential Information does not include information generally known to the public, provided it became known to the public through no fault of my own. By virtue of my employment relationship with the University, I am accountable for the responsible use of Confidential Information and for ensuring the confidentiality, integrity, and accuracy of that information. In consideration of my employment with the University, I understand and agree:

1. I am responsible and accountable for maintaining the confidentiality of all Confidential Information. I will treat all Confidential Information as strictly confidential, and will not reveal, distribute, publish, or discuss it (even through casual discussion) with anyone, except as required in the normal performance of my duties for the University or as required by law or valid court order. With respect to employment records, this confidentiality provision applies to the disclosure of wage information learned in the performance of the essential functions of my job, except with the permission of the applicable employee(s), or in response to a charge, complaint, or investigation by the University or lawful authorities.
2. I will not attempt to alter, change, modify, add, or delete Confidential Information, except as authorized in the performance of my duties by my supervisor or supervisor’s designee. I will follow proper procedures for the disposal of Confidential Information, as instructed and authorized by my supervisor or supervisor’s designee. I will promptly return all Confidential Information when I no longer require access to it for my duties or my employment relationship with the University ends, whichever occurs sooner.
3. I will access only the Confidential Information required to perform my duties and if authorized by my supervisor or supervisor’s designee. I will access Confidential Information through normal business procedures and channels for obtaining information and will comply with all security policies and procedures applicable to the information accessed.
4. All Confidential Information that I generate, access, input, modify, report, record, or otherwise interact with in the performance of my duties shall be treated in accordance with standards set by this Agreement, my supervisor or supervisor’s designee, University committees charged with the responsibility for setting standards (example: the CORE Team), University policies, regulations established by applicable governing bodies, and applicable laws. All Confidential Information is considered property of the University and may not be disclosed to external parties for any unauthorized use (including, for example, unauthorized commercial use).

I understand that failure to abide fully with this Agreement is grounds for immediate disciplinary action, up to and including dismissal from employment. In the event of my breach or threatened breach of any provision of this Agreement, I further consent and agree that the University shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction without the necessity of showing that monetary damages would not afford an adequate remedy. Additionally, I understand that disclosing confidential data, without proper

authorization, may violate the Family Educational Rights and Privacy Act of 1974 (“FERPA”) and other federal and State laws and regulations that protect the confidentiality of information and records, and may subject me or the University to civil and/or criminal liability. I understand that nothing in this Agreement prevents me from making a confidential disclosure of a trade secret to a government official or attorney for the sole purpose of reporting or investigating a suspected violation of law, or in a document filed under seal in a lawsuit or other proceeding. If I file a lawsuit alleging retaliation for reporting a suspected violation of law, I may disclose a trade secret to my attorney and use the trade secret in court, provided that I file any document containing the trade secret under seal and do not disclose the trade secret absent court order.

I understand that this Agreement is not intended to preclude or dissuade employees from engaging in legally protected activities, such as discussing my or another employee’s wages (consistent with Section 1 of this Agreement), benefits, and terms and conditions of employment, raising complaints about working conditions, or other legally protected communications.

I certify that my signature below indicates that I have read the above Agreement and understand my responsibility for maintaining the confidentiality of Confidential Information. I agree that the promises in this Agreement will survive and continue following the termination of my employment with the University until such Confidential Information has become public knowledge other than as a result of my breach of this Agreement.

Printed Name

Signature

Date