**CONFIDENTIALITY AGREEMENT**

The undersigned individual, serving as a staff member, student worker, or volunteer member (“Member”) of SCHOOL Adolphus College (“College”), as a condition of such service of employment or volunteer engagement (“Service”), agrees as follows:

1. Introduction.  The College owns, controls or has access to confidential and proprietary information, as defined below (“Confidential Information”), that Member will have access to in the course of Member’s service at the College. Member represents and agrees that Member will protect the Confidential Information which has been or will be disclosed to Member.

2. Confidential Information.  “Confidential Information” refers to any information or material which is proprietary to the College, whether or not owned or developed by the College, which is not generally known other than through the College, and which Member may obtain through any direct or indirect contact in the course of Member’s service at the College.

1. Confidential Information includes, without limitation, policy and program information, business records and plans, financial information, fundraising information, donor lists, donor giving history, records or any information obtained concerning donors, computer-related programs and information, intellectual property, and any and all private information regarding students, faculty, staff, Trustees or other Members, and other proprietary information relating to the College.
2. Confidential Information does not include matters of public knowledge that result from disclosure by the College, information rightfully received by Member from a third party without a duty of confidentiality, information disclosed by operation of law, information disclosed by Member with the prior written consent of the College, and any other information that both the College and Member agree in writing is not confidential.

3.   Protection of Confidential Information.

1. Member specifically agrees that Member shall not misuse, misappropriate, or disclose any Confidential Information, directly or indirectly, to any other person or use it in any way, except as required in the course of Member’s service at the College.
2. Confidential information may be accessed only by Members who have been authorized to use such information, who have read this document and have signed the Confidentiality Agreement, and who have a need to know in order to perform an authorized College function or activity. Donor information shall be used solely for development and alumni relations purposes in accordance with applicable policies.
3. Member acknowledges and agrees that the unauthorized use or disclosure of any Confidential Information obtained by Member during the course of Member’s service at the College may cause irreparable harm to the College or another person.  Therefore, if it appears that Member has disclosed or has threatened to disclose Confidential Information in violation of this Agreement, (i) the President may remove Member from service, and (ii) the College shall be entitled to an injunction to restrain Member from disclosing the Confidential Information.  The College shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

4. Return of Confidential Information.  Upon the written request of the College, Member shall return to the College all materials containing Confidential Information, including a written statement signed by Member certifying that all Confidential Information materials have been returned to the College.

5.  Code of Conduct for Volunteer Members.  The College reserves the right to request the immediate end of any volunteer Member’s engagement, should the Member’s actions, statements, or association no longer be aligned with the College’s mission, vision or values.

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Member Signature

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Name of Member (printed)

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Date