

Confidential Disclosure Agreement

This agreement is entered into this _____ day of September, 20____, by and between **CHATTAHOOCHEE VALLEY COMMUNITY COLLEGE** (hereinafter "College") and _____ (hereinafter "Employee").

WHEREAS the College possesses certain ideas and information relating to the College that is confidential and proprietary to the College (hereinafter "Confidential Information"); and

WHEREAS the Employee is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of conducting business transactions related to the College;

NOW THEREFORE, in consideration for the mutual undertakings of the College and the Employee under this Agreement, the parties agree as follows:

I. **Confidential Information.** For purposes of this Agreement, Confidential Information shall include all College records, information relating to employees and students, financial records and information, legal matters, project records, lists and business manuals, policies and procedures, and all other information which may be disclosed by the College or to which the Employee may be provided access by the College (or others) in accordance with this Agreement, or which is generated as a result of employment with Chattahoochee Valley Community College which is not generally available to the public.

II. **Disclosure.** The Employee promises to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, Employee further promises and agrees: A. to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; B. not to use any Confidential Information except for business transactions related to the College; C. not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the College in accordance with this Confidentiality Agreement; D. to restrict access to the Confidential Information to those of its administrators and employees who clearly need such access to carry out the business transactions related to the College; E. to advise each of the persons to whom it provides access to any of the Confidential Information that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the College, any of the Confidential Information, and, upon the request of the College, to provide the College with a copy of a written agreement to that effect signed by such persons; F. to comply with any other reasonable security measures requested in writing by the College.

III. **Exceptions.** The confidentiality obligations hereunder shall not apply to Confidential Information which: A. is, or later becomes, public knowledge other than by breach of the provisions of this Agreement; or B. is in the possession of the Employee with the full right to disclose prior to its receipt from the College, as evidenced by written records.

IV. **Return of Confidential Information.** Employee agrees, upon termination of employment or upon the written request of the College, whichever is earlier, to promptly deliver to the College all records, notes, and other written, printed, electronic, or tangible materials in the possession of Employee embodying or pertaining to the Confidential Information.

V. **No Right to Confidential Information.** Employee hereby agrees and acknowledges that no license, either expressed or implied, is hereby granted to the Employee by the College to use any of the Confidential Information.

VI. **Employment Termination.** Employee acknowledges that the breach of this Agreement constitutes insubordination and will result in disciplinary action up to and including termination.

VII. **Losses.** Employee agrees to indemnify the College against any and all losses, damages, claims, or expenses incurred or suffered by the College as a result of Employee's breach of this Agreement.

VIII. **Term and Termination.** This Agreement shall commence on the date first written above. Receiving Party's right to use the Confidential Information in connection with the College shall continue in effect until Employee employment terminates, or until the College provides the Employee written notice of termination of such right, whichever is earlier. Notwithstanding the foregoing, Employee's obligations with respect to the Confidential Information hereunder shall continue in full force and effect until further notice from the College.

IX. **Remedies.** Employee understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the College irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the College shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the College deems appropriate. Such right of the College shall be in addition to Remedies otherwise available to the College at law or in equity.

X. **Successors and Assigns.** Employee shall have no right to assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of the College. This Agreement and Employee's obligations hereunder shall be binding on Representatives, permitted assigns, and successors of Employees and shall inure to the benefit of Representatives, assigns and successors of the College.

XI. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

XII. **Attorney's Fees.** If any action at law or equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees.

XIII. **Entire Agreement.** This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

Employee's Signature: _____