

## University of Louisville Employee/Contractor Confidentiality Agreement

As an employee or contractor at the University of Louisville, you may have access to confidential and proprietary information ("Confidential Information"). Confidential Information is information and data of any kind concerning any matters affecting or relating to the University of Louisville and the business or operations of the University of Louisville, including but not limited to, personnel, faculty, staff, or student information, or other data of the University of Louisville.

Accordingly, to protect the Confidential Information that will be disclosed or learned during employment or the term of the contract, you acknowledge and agree as follows:

- 1) I will hold the Confidential Information received from the University of Louisville in strict confidence unless I am specifically directed to disclose by the my supervisor or the Office of University Counsel, and will exercise a reasonable degree of care to prevent disclosure to others.
- 2) I will not reproduce the Confidential Information nor use this information commercially, personally, or for any purpose other than the performance of my duties for the University of Louisville.
- 3) I will, upon request or upon termination of my relationship with the University of Louisville, deliver to the University, originals and all copies, any information, writings, notes, documents, files, equipment, and materials, received from the University or originating from the employment or contract with the University.
- 4) The University of Louisville will have the sole right to determine the treatment of all information, writings, notes, documents, files, equipment, and materials, including the right to determine if it is Confidential Information and when or how to disclose same.
- 5) I understand that breach of this agreement may negatively affect the work, mission, property interests or reputation of the University of Louisville. The University of Louisville reserves the right to take disciplinary action, up to and including termination, for violations of this agreement in addition to pursuing civil or criminal penalties, as appropriate.

This agreement will be interpreted under and governed by the laws of the state of Kentucky. If any provision of this agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions will in no way be affected.

I have read this Confidentiality Agreement and understand my obligations regarding the use and disclosure of Confidential Information.

\_\_\_\_\_  
Employee/Contractor Name

\_\_\_\_\_  
Employee/Contractor Signature

\_\_\_\_\_  
Date