

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT - STAFF

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This Confidentiality and Non-Disclosure Agreement is given to Queen's University in consideration of employment provided by Queen's University.

I acknowledge that as part of my employment with Queen's University, I will be given access to information that is of a personal, confidential and/or proprietary nature, for example: personal information\* related to staff, faculty and students, such as names, email addresses, salaries, academic and employment information, and/or trade secrets, research data, and credit card or other financial information ("Confidential Information"), for the purpose of fulfilling employment obligations.

I therefore agree:

1. To hold all confidential information in trust and strict confidence and agree that it shall be used only for the purposes required to fulfill employment obligations, and shall not be used for any other purpose, or disclosed to any third party.
2. To keep any Confidential Information in my control or possession in a physically secure location to which only I and other persons who have signed a confidentiality agreement with Queen's University have access.
3. To not remove any Confidential Information from Queen's University unless, and to the extent that, I obtain Queen's written pre-authorization. Whenever I am so pre-authorized, I agree to take all necessary steps to keep such Confidential Information secure\*\* and to protect such Confidential Information from unauthorized use, reproduction or disclosure.
4. To maintain the absolute confidentiality of personal, confidential and proprietary information in recognition of the privacy and proprietary rights of others at all times, and in both professional and social situations.
5. To comply with all privacy laws and regulations, which apply to the collection, use and disclosure of personal information\*\*\*.
6. At the conclusion of any discussions, or upon demand by management, to return all confidential information, including prototypes, code, written notes, photographs, sketches, models, memoranda or notes taken, to Queen's possession and the responsible manager/director.
7. To not disclose confidential, personal and/or proprietary information to any employee, consultant or third party unless they agree to execute and be bound by the terms of this agreement and have been approved by Queen's University in an official, legal capacity.

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\* **Personal Information** is any information about an "identifiable individual".

**Confidential Information** is any information which is designated by the University as confidential.

**Proprietary Information** is any information which is designated by the University as proprietary, like trade secrets and research data (also considered Confidential).

\*\* For protection guidelines, please visit the ITS services website: <http://www.queensu.ca/its/security>

\*\*\* For privacy and access, please visit Queen's Access and Privacy website: <http://www.queensu.ca/accessandprivacy/>

I understand that a breach of confidentiality or misuse of information could result in disciplinary action up to and including termination of employment.

I understand that this undertaking survives the termination of my employment relationship with Queen's University.

The laws of Ontario, Canada, shall govern this Agreement and its validity, construction and effect.

I fully understand and accept responsibilities set above relating to personal, confidential and/or proprietary information.

*Employee Name:* \_\_\_\_\_

*Employee Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Witness Name:* \_\_\_\_\_

*Witness Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_