



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is made effective as of the ____ day of _____, 20__, by and between BELLARMINE UNIVERSITY (“BELLARMINE”), a private university with its principal place of business located at 2001 Newburg Road, Louisville, Kentucky 40205, and _____ (“EMPLOYEE”), who resides at _____, _____, ____ 402__.

WITNESSETH

WHEREAS, BELLARMINE possesses student, employee, alumni and vendor information (“Private and Confidential Information”) and data which may contain private and confidential information; and

WHEREAS, EMPLOYEE will have access to said Private and Confidential Information and possibly other confidential information relating to the operation of BELLARMINE with respect to the work-related assignments to be performed by EMPLOYEE; and

WHEREAS, disclosure of said information or data may violate state or federal law in addition to violating the rights of students, employees, alumni and vendors to maintain certain information as confidential:

NOW, THEREFORE, the parties hereto agree as follows:

1. “Private and Confidential Information” shall mean any form of information, including, without limitation, documents containing data, student, employee, alumni and vendor file information, health information, software programs, marketing and financial data, that is shared with the EMPLOYEE subsequent to the date of this Agreement. Private and Confidential Information shall also include any such information that is disclosed in an unwritten form subsequent to the date of this Agreement to EMPLOYEE or any information learned by EMPLOYEE by observation of BELLARMINE’s procedures, computer programs, computer data or files. Private and Confidential Information shall further include documents and/or information generated by EMPLOYEE which contain or are derived from BELLARMINE’s Private and Confidential Information.
2. EMPLOYEE agrees that s/he shall neither exploit nor use any of BELLARMINE’s Private and Confidential Information and EMPLOYEE agrees to keep the Proprietary Information in confidence and not to further disclose such Information to any person or entity without the prior written consent of BELLARMINE. With respect to BELLARMINE’s Private and Confidential Information consisting of and relating to BELLARMINE’s software, EMPLOYEE agrees that it shall not decompile, disassemble, or reverse engineer BELLARMINE’s software nor shall BELLARMINE’s software be used to create other works.
3. The obligations of Paragraph 2 above shall not apply to Private and Confidential Information that:
 - a. is or subsequently becomes generally available to the public, other than by violation of this Agreement by EMPLOYEE, after its receipt from BELLARMINE; or
 - b. is known to EMPLOYEE on a non-confidential basis prior to receipt from BELLARMINE or is thereafter independently developed by EMPLOYEE without reference to BELLARMINE’s Private and Confidential Information as shown by the written records of BELLARMINE; or
 - c. is obtained by EMPLOYEE from a third party; provided that such third party did not receive it, directly or indirectly, from BELLARMINE under obligation of secrecy.

- 4. This Agreement shall continue until terminated by either party giving thirty (30) days prior written notice to the other party. Termination shall not, however, affect the rights and obligations arising under this Agreement with respect to Private and Confidential Information disclosed prior to termination. Upon any such termination of this Agreement for any reason whatsoever, EMPLOYEE shall either promptly destroy or return all of BELLARMINE's Private and Confidential Information and all copies thereof in EMPLOYEE's possession or accessible to EMPLOYEE.
- 5. Nothing contained herein or done hereunder shall be deemed to constitute or create any relationship of principal, agent, partners, joint venture or any other relationship other than expressly, and not impliedly, set forth herein.
- 6. This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky. This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes any and all prior agreements, understandings and representations between the parties with respect to the same subject matter. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. This Agreement or any rights or obligations hereunder may not be assigned by EMPLOYEE, except with the prior written consent of BELLARMINE.
- 7. This Agreement may not be superseded, amended or modified except by written agreement signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 8. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses set forth above, but each party may change its address by written notice in accordance with this paragraph. Notice delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of seven (7) days after mailing.
- 9. EMPLOYEE acknowledges that a breach of this Agreement will cause irreparable injury to BELLARMINE and accordingly, EMPLOYEE agrees that, in the event of a breach of the provisions hereof by EMPLOYEE, BELLARMINE shall be entitled to injunctive and other equitable relief in addition to any other remedies (including disciplinary action up to and including termination of employment) which may be available to BELLARMINE. EMPLOYEE shall indemnify and hold harmless BELLARMINE, its officers, directors and employees for any and all claims, losses, judgments, damages and expenses (including legal and attorney's fees) incurred by BELLARMINE as a result of or caused by EMPLOYEE's failure to comply with the terms and provisions of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality Agreement.

BELLARMINE UNIVERSITY

BY: _____

BY: _____

Lynn M. Bynum

TITLE: EMPLOYEE

TITLE: Chief Human Resources Officer

DATE: _____

DATE: _____