

Confidentiality Agreement

It is understood and agreed to, that the undersigned, through employment with, or status as an independent contractor for, or because of the nature of his or her duties for Wyoming Catholic College, <u>may receive or become aware of certain information that is and must be kept confidential</u>. It is understood by the undersigned that unauthorized release of such information could cause irreparable harm to Wyoming Catholic College, its employees, students. To ensure the protection of such information, and to preserve any confidentiality necessary as required by state and federal law, it is agreed that

1. The Confidential Information to be disclosed or of which the undersigned may be aware includes, but is not limited to:

Personal information of students or employees such as social security numbers, grades, medical records, financial information and reports, credit card information, bank statements, current or future business plans and models, and any other information of a confidential nature regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

- 2. The Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members, employees and/or independent contracts (collectively referred to as "affiliates") having a need to know. The Recipient and affiliates will not disclose the confidential information obtained from the Wyoming Catholic College unless required to do so by law.
- 3. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to Wyoming Catholic College; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or (e) is independently derived by Recipient.
- 4. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.
- 5. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information:	Wyoming Catholic College
Name (Print):	By:
Signature:	Date: