

Confidentiality Agreement
Contingent Worker
Effective September 2020

In consideration of my initial or continued assignment with Simmons University (referred to here as “Simmons”), I understand and agree to the following:

1. For purposes of this Confidentiality Agreement (the “Agreement”), the term “Confidential Information” means all information, whether or not in writing, concerning Simmons that Simmons has not released to the general public. Confidential Information includes, without limitation, information concerning plans, strategies, confidential assessments, internal reports, finances, donors, Trustees, alumnae, alumni, employees, students, parents, and applicants that has been treated by Simmons as confidential. I acknowledge that, in the course of my professional responsibilities at Simmons I may have access to information, some or all of which may be Confidential Information, regardless of whether or not it is labeled “Confidential.”
2. I understand and agree that Confidential Information is considered Simmons property and may be used or disclosed only with proper authorization and within the exercise of my designated duties. If I am uncertain whether a document or particular piece of information or data is considered Confidential Information, I agree that I will resolve all uncertainties in favor of preserving the confidentiality of that item, and I will seek clarification from my Simmons manager before engaging in any conduct that might jeopardize the confidentiality of that item.
3. I understand and agree that having access to Simmons information does not grant me permission to seek, examine, use, transmit, share, copy, delete, or change such information to which I may have access. I also agree that I will only seek, examine, use, transmit, share, copy, delete, or change such information if such action is clearly within the proper performance of my job responsibilities or if permission has been granted either by my Simmons manager (or his or her designee), or by the department, individual, or entity that may be considered the keeper of such information for a specific purpose within a specific timeframe.
4. I understand and agree that I am responsible for protecting Confidential Information to which I have or may gain access. Except as required by my work activities, or as directed by my Simmons manager, I shall not, either during my assignment with the University or thereafter, directly or indirectly use, publish, disseminate, or otherwise disclose to any third party any Confidential Information acquired in the course of my work activities without the prior consent of my immediate Simmons supervisor.
5. I understand and agree that I will not leave Confidential Information in view for others to read both while in the office and out of the office and will not post anything related to Confidential Information on Facebook or any other electronic social media.
6. I agree that upon the request of Simmons at any time or, in any event, upon the termination of my assignment, regardless of whether voluntary or involuntary, I shall deliver to Simmons all property of Simmons, including without limitation all documents containing Confidential Information.
7. I understand that this Agreement is not a contract of employment and that it does not alter my status as a contingent worker on assignment at Simmons. I further understand that, if I violate any provision of this Agreement, I may be subject to termination of my assignment or further action as permitted by law.

By signing and dating this Agreement in the spaces provided below, I certify that I have read this Agreement; that I understand what I have read, and that I will comply with the terms of this Confidentiality Agreement.

Signature: _____ Date: _____

Printed Name: _____