

CONFIDENTIALITY AGREEMENT - CURRENT EMPLOYEE

I, _____ currently hold a position at Georgetown University ("GU") in the _____ school/department. As a condition of my employment at GU, I understand and agree with the following provisions that implement the requirements of the Confidential Information Policy to which I am bound as a GU employee:

1. I understand that in performing the duties for which I have been hired I may see and have access to confidential, sensitive and/or private information (hereafter "confidential information"). For purposes of this Agreement, "confidential information" means any fact, matter, document, or file in any form (oral, hard copy, or electronic), disclosed to me or known by me as a consequence of my employment and not generally known outside the _____ school/department of GU.
2. During my employment and after my employment is terminated, I will not disclose to, discuss or share with any unauthorized person, group or department, inside or outside of GU, any confidential information, in any form, except to the extent such disclosure, discussion or sharing authorized by my supervisor [and/or the appropriate data steward].
3. I will not use confidential information for my own personal purposes.
4. I will not copy or remove from the _____ materials containing confidential information, except to the extent that I am given permission to do so by my supervisor.
5. I will not look at, examine, or retrieve any document, file, or database, except those to which I am authorized to access and which are necessary for me to access in order to perform my job duties.
6. [I will not discuss or share with any unauthorized person, group or department, inside or outside of GU, any conclusions that I or others draw from confidential information, if discussing or sharing those conclusions would reveal any confidential information.]
7. If I am ever uncertain whether a particular fact, matter, document, or file is covered by this agreement, I will resolve all uncertainties in favor of preserving the confidentiality of that information, and I will seek clarification from my supervisor [and/or the appropriate data steward] before engaging in any conduct that could jeopardize the confidentiality of the information.
8. If I become aware that a breach of confidentiality has occurred due to my own or others' acts or omissions, I will immediately notify my supervisor [the appropriate data steward, and/or the GU information security officer].

9. I understand that as a GU employee, I am bound by all applicable GU policies as they now exist and as they may from time to time be amended, including but not limited to the Confidential Information Policy (H.R. Policy Number 403, available at http://www3.georgetown.edu/hr/employment_services/policies/gu403.html); the University Information Security Policy (available at <http://policies.georgetown.edu/31707.html>); the Computer Systems Acceptable Use Policy (H.R. Policy 1005, available at http://www3.georgetown.edu/hr/employment_services/policies/gu1005.html); the Student Records Policy (available at <http://www12.georgetown.edu/undergrad/bulletin/regulations7.html>), which applies to student education records; [the HIPAA (Health Insurance Portability and Accountability Act) Privacy and Security Policies (available at <http://www1.georgetown.edu/policies/hipaa/>), which applies to protected health information].
10. Upon termination of my assignment or as requested by my supervisor, I will return all material containing confidential information to my supervisor or his/her designee.
11. I understand that any violation of the terms of this agreement may subject me to disciplinary action, up to and including termination of my employment. In addition, I understand that GU reserves the right to take further action including referral to the appropriate internal or law enforcement authorities for investigation, adjudication, or prosecution.

As a condition of my continued employment at GU, I understand and agree with the following provisions that implement the requirements of the Confidential Information Policy to which I am already bound as a GU employee.

Name (print): _____

Signature: _____

Title: _____

Date: _____

[Version Updated September 2011]