

# **Confidentiality Agreement**

## **(New Employees)**

This Confidentiality Agreement (“**Agreement**”) is entered into by and between \_\_\_\_\_ (the “**Employer**”) and \_\_\_\_\_ (the “**Employee**”) (the Employer and Employee are sometimes referred to as the “**Parties**”) as of \_\_\_\_\_ (the “**Effective Date**”).

In consideration of the Employee’s employment by the Employer and the Employer’s promise to provide the Employee with access to its confidential information, trade secrets, and goodwill, which the Employee acknowledges to be good and valuable consideration for Employee’s obligations hereunder, the Parties hereby agree as follows:

1. Confidential Information. The Employee understands and acknowledges that during the course of employment by the Employer, he/she will have access to and learn about confidential, secret, and proprietary documents, materials, data, and other information, in tangible and intangible form, of and relating to the Employer and its businesses (“**Confidential Information**”). “Confidential Information” includes, but is not limited to, all information not generally known to the public, in any form or medium, relating directly or indirectly to: all correspondence, litigation records, financial records, notes, memoranda, data, ideas, processes, methods, techniques, computer data/databases, programs, computer software, studies, writings, research, personal information, student records and related information, analysis, manuals, plans, formats, policies, procedures, or any other information of any nature in the possession or control of the entity which has not been published or disclosed to the general public. The Employee understands that this list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary.

2. Disclosure and Use Restrictions. To the extent required or permitted by law, Employee covenants: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information or allow it to be disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever, including other employees of the Employer not having a need to know and authority to know and to use the Confidential Information in connection with the business of the Employer; (iii) not to access or use any Confidential Information; and (iv) not to copy and/or remove from the premises or control of the Employer, any materials containing Confidential Information. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that such disclosures does not exceed the scope of the required disclosure. As permitted by law, the Employee shall promptly provide written notice of any disclosure of Confidential he/she makes as required by law, regulation, or valid order.

3. Defend Trade Secrets Act Notice. The Employee is notified in accordance with the Defend Trade Secrets Act of 2016 that the Employee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence

to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

4. Duration. The Employee's obligations under this Agreement shall commence immediately upon the Employee first having access to Confidential Information and shall continue indefinitely.

5. At-Will Status. Where applicable, nothing in this Agreement shall be construed to terminate, supersede, undermine, or otherwise modify the at-will employment status of the Employee.

6. Entire Agreement and Severability. This Agreement supersedes all other agreements, oral or written pertaining to the subject matter hereof. Any part of it found unenforceable shall be severed so as to render the remainder of the Agreement enforceable.

7. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of Texas without regard to conflicts-of-law principles. Any action or proceeding by either Party to enforce this Agreement shall be brought only in any state or federal court located in the state of Texas.

8. Remedies. The Employee acknowledges that improper use or disclosure of the Confidential Information by the Employee will cause irreparable harm to the Employer, for which remedies at law will not be adequate. In the event of a breach or threatened breach by the Employee of this Agreement, the Employee hereby consents and agrees that the Employer shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary, damages or other available forms of relief.

9. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is in writing and signed by the Parties. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

**IN WITNESS WHEREOF**, the Employee has executed this Agreement as of the Effective Date.

Employee Signature: \_\_\_\_\_

Employee Name (print): \_\_\_\_\_

Date: \_\_\_\_\_