

University Advancement Division Employee Confidentiality Agreement

Executing this agreement and complying with all of the obligations imposed below are conditions of receiving authorization for access to information maintained by the Texas State University's University Advancement Division.

I understand that, as part of my employment with Texas State University (Texas State), I may have access to sensitive or confidential information pertaining to Texas State donors and students. I further understand that my employment with Texas State's University Advancement Division will place me in a position of special trust and confidence due to this access to sensitive or confidential information concerning Texas State's donors and students.

I understand that Texas State has a compelling need to maintain strict confidentiality of all donor information. As a condition of my employment with Texas State, I understand that any and all information I obtain through my employment with Texas State pertaining to Texas State donors/students and or their accounts is confidential information (Confidential Information). I understand that Confidential Information includes all information maintained on Texas State computers to which I have access.

I understand that any unauthorized disclosures of, unauthorized use of, or unauthorized access to, the Confidential Information by me or by anyone acting on my behalf, may and probably will result in disciplinary action against me including my immediate termination from employment.

I further understand that any unauthorized disclosures of, unauthorized use of, or unauthorized access to, the Confidential Information by me or by anyone acting on my behalf, may and probably will result in criminal penalties or civil liability against me.

I further understand and agree:

1. To use Confidential Information for the sole purpose of performing my job duties with Texas State's University Advancement Division.
2. To not discuss any Confidential Information with any person or entity, except in furtherance of my job duties with Texas State's University Advancement Division.
3. To not copy or reproduce, or permit any person or entity to copy or reproduce any Confidential Information, except in furtherance of my job duties with Texas State's University Advancement Division.
4. To comply strictly with all university and division policies regarding security of Confidential Information.
5. To report immediately to my University Advancement supervisor any unauthorized use, duplication, disclosure, or dissemination of Confidential Information by any entity or person, including myself.

INDEMNIFICATION

I agree to indemnify Texas State fully for any damages, including legal fees, Texas State may incur if I breach this Agreement. I further agree that upon termination of my employment by Texas State's University Advancement Division for any reason, I will immediately return any documents or other media containing any Confidential Information to University Advancement, and I will certify in writing that all such documents and other media have been returned to University Advancement. I understand and agree that disclosing any Confidential Information may and probably will cause Texas State irreparable harm, for which monetary compensation may not be an adequate remedy, and I understand and agree that Texas State may pursue legal action against me if I breach, or attempt to breach, this Agreement.

I understand and agree that all my obligations under this Confidentiality Agreement shall survive termination of my employment by Texas State, regardless of the reason for such termination.

Employee Name (Print)

Employee Signature

Date

Witness Name (Print)

Witness Signature

Date