

## CONFIDENTIAL DISCLOSURE AGREEMENT

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between Stillman College (hereinafter referred to as “College”) and \_\_\_\_\_ (hereinafter referred to as “Employee”).

Whereas the College possesses certain ideas and information relating to the Division of Finance and Administration that is confidential and proprietary to the College (hereinafter referred to as “Confidential Information”); and

Whereas the Employee is willing to receive disclosure of the Confidential Information pursuant to the terms of this agreement for the purpose of conducting business transactions related to the Division of Finance and Administration.

Now therefore, in consideration for the mutual undertakings of the College and the Employee under this agreement, the parties agree as follows:

- I. Confidential Information** – For purposes of this agreement, Confidential Information shall include all strategic and developmental plans, financial condition, business records, personnel records, project records, employee lists and business manuals, policies and procedures, information relating to students, and all other information which may be disclosed by the College or others in accordance with this agreement, or which is generated as a result off or in connection with the Division of Finance and Administration which is not generally available to the public.
- II. Disclosure** – The College agrees to, and the Employee agrees to receive the Confidential Information. Employee promises to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, Employee further promises and agrees to **A)** protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; **B)** not use any Confidential Information except for business transactions related to the Division of Finance and Administration; **C)** not directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by he College in accordance with this Confidentiality Agreement; **D)** restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the business transactions related to the Division of Finance and Administration; **E)** advise each of the persons to whom it provides access to any of the Confidential Information that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the College, to provide the College with a copy of a written agreement to that effect signed by such person; **F)** comply with any other reasonable security measures requested in writing by the College.
- III. Successors and Assigns** – Employee shall have no right to assign its rights under this agreement, whether expressly or by operation of law, without the written consent of the College. This agreement and Employee’s obligation hereunder shall be binding on the Representatives, permitted assigns, and successors of Employees and shall inure to the benefit of Representatives, assigns and successors of the College.
- IV. Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

**V. Attorney's Fees** – If any action at law or equity is brought to enforce or interpret the provisions of this agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees.

**VI. Entire Agreement** – This agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the agreement.

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Date

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Employee Name (print)

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Employee Signature

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Human Resources Director Signature