BAYLOR UNIVERSITY  
Confidentiality Agreement

As a part of your work at Baylor University, you will have access to sensitive university systems, data, processes, and supporting technology while fulfilling your assigned responsibilities. Your work with these tools and information will enable success in your job and allow you to support achievement of Baylor’s mission and strategic plan. Baylor has a legitimate business purpose to restrict this information, to include protecting sensitive employee personal information and proprietary trade secrets, processes, and finances. As such, you are required to receive, manage, and control the use and communication of proprietary, private, and confidential data acting in a manner consistent with law, and Baylor policies and expectations.

Thus, you and other individuals have access to confidential information (“Confidential Information” or “CI”) with certain restrictions. CI is proprietary and/or confidential information owned or controlled by Baylor and which is discussed or disclosed to you in connection with your assigned duties including, all communications by Baylor with you in any form such as discussions at meetings, conversations, documents, emails, machine-readable, video, audio, recordings, drawings, schematics, devices, or software. It includes but is not limited to the following information, and similar information: sensitive or non-public information such as personnel data, wages, personal health information (PHI), and other personnel information, financial data, gifts, trade secrets, investigations, and organizational concepts, studies and reports produced both internally and by consultants, and suggestions for processes, procedures, policies, and protocols.

Information shall not be subject to this Agreement if you can establish that the same: was rightfully in your possession prior to the date CI was disclosed as evidenced by competent proof; or is or becomes a part of the public knowledge or literature without breach of this Agreement; or is supplied without restriction on disclosure to you by a third party who had a lawful right to disclose it and is under no obligation to the originating party to maintain such CI in confidence. CI shall not be deemed available to the Public or in your possession merely because it is embraced by more general information in your possession. CI shall not include information that may be shared as a matter of law under the National Labor Relations Act.

By signing below, you agree to keep CI strictly confidential and to comply with applicable law including without limitation the Family Educational Rights and Privacy Act (FERPA), Americans with Disabilities Act, state laws on privacy of personal information, European Union’s General Date Protection Regulation (GDPR), and Baylor University policies, including but not limited to BU-PP 27, Employee Personal Information, BU-PP 029, Handling of Confidential Information, ITS Information Use Policy, and Controller policies. Unless otherwise permitted in writing by the Chief Business Officer (CBO), or Chief Human Resources Office (CHRO) or their designees, you agree to not disclose CI to any third party, nor use it for any purpose other than that needed for your assigned job duties for so long as the CI must be maintained in confidence as determined by Baylor. You shall only disclose CI to Baylor employees who reasonably require access to the CI for carrying out the purpose of their job responsibilities and who have agreed to maintain the CI in confidence. You further agree to take reasonable and appropriate measures to keep confidential and to safeguard from theft, or loss, and to limit access to CI. CI and copies thereof, shall remain Baylor’s property. Should you become aware of any suspected or known breach of this Agreement, you agree to notify the CBO, CHRO, or one of their designees, or the Chief Privacy Officer promptly.

I accept this responsibility and agree to abide by the terms and conditions of this Confidentiality Agreement. I understand that failure to comply may result in discipline up to and including termination.

__________________________________________  ______________________________
Signature and Date                                      Printed Signature