

CONFIDENTIALITY AGREEMENT

Whereas Portland State University (“PSU” or the “University”) engages in alumni and fund raising activities in support of its mission, programs and priorities; and

Whereas PSU believes that information maintained for development and fund raising purposes is propriety and confidential to PSU and the PSU Office of University Development (PSU Development); and

Whereas PSU seeks to limit access to and dissemination of such confidential information; and

Whereas [*insert employee name*] is *seeking employment /is employed* by/with PSU in a development, alumni relations or related capacity and will have access to this confidential information;

Therefore, in consideration of my employment by PSU, and the compensation paid or to be paid to me by PSU, I agree as follows:

1. Definition of Confidential Information

As used in this Confidentiality Agreement (the “Agreement”), the term “Confidential Information” means: (1) propriety information of PSU or the PSU Foundation; (2) information marked or designed by PSU or the PSU Foundation as confidential; (3) information, whether in written form and whether designated as confidential, which is known to me as being treated by PSU as confidential; and (4) information provided to PSU or the PSU Foundation by third parties which PSU or the PSU Foundation is obligated to keep confidential. Confidential Information includes, but is not limited to, names, ideas, discoveries, giving histories, prospect research and profiles, briefings, database reports, compilations of information, as well as financial, demographic or other information in printed and electronic formats.

2. Ownership

I acknowledge that all Confidential Information is and shall continue to be the exclusive property of Portland State University and/or the PSU Foundation, whether or not prepared in whole or in part by me and whether or not disclosed or entrusted to me in connection with my employment by PSU.

3. Acknowledgment of Receipt of Confidential Information

I acknowledge that in the course of performing my duties for PSU that I will have access to Confidential Information, the ownership and confidential status of which are highly important to PSU. I agree that, in addition to the specific covenants contained in this Agreements, I will comply with all PSU policies and procedures for the

protection of Confidential Information including, but not limited to the PSU Confidentiality and Information Management Policies and Procedures (attached as Exhibit 1), the Association of Prospect Researchers for Advancement (attached as Exhibit 2), the Council for the Advancement and Support of Education (CASE) Statement of Ethics (attached as Exhibit 3) and the CASE Donor Bill of Rights (attached as Exhibit 4).

4. Acknowledgment of Irreparable Harm

I acknowledge that any disclosure of Confidential Information will cause irreparable harm to PSU and the PSU Foundation.

5. Covenant of Nondisclosure

I agree not to disclose Confidential Information, directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of the Vice President of University Relations or his/her designee.

6. Covenant of Nonuse

I agree that I will not copy, transmit, reproduce, lend, summarize, quote, or make any commercial or other use whatsoever of Confidential Information, except as may be necessary to perform my duties for PSU.

7. Safeguard of Confidential Information

I agree to exercise the highest degree of care in safeguarding Confidential Information against loss, theft, or other inadvertent disclosure, and agree to take all steps necessary to ensure the maintenance of confidentiality.

8. Exclusions

This Agreement shall not apply to any information now or hereafter voluntarily disseminated by PSU or the PSU Foundation to the public, or which otherwise becomes part of the public domain through lawful means.

9. Work Made for Hire

I agree that all creative work, including computer programs or models, prepared or originated by me for PSU or during or within the scope of my employment by PSU constitutes work made for hire, all rights to which are owned by PSU; and, in any event, I assign to PSU all rights, title and interest, either by way of copyright, trade secret or otherwise, in all such work.

10. Return of Confidential Information

Upon termination of my employment with PSU or as otherwise requested, I will deliver promptly to the Vice President of University Relations all Confidential Information, in whatever form, that may be in my possession or under my control.

11. Remedies

If I fail to abide by this Agreement, PSU will be entitled to specific performance, including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages caused by my breach, and to any other remedies provided by applicable law. I will also be subject to discipline up to and including the termination of my employment.

12. Duration

The obligations set forth in this Agreement will continue beyond the term of my employment by PSU and for as long as I possess Confidential Information.

13. Waiver

The failure of PSU to enforce any provision of this Agreement shall not constitute a waiver by PSU of that or any other provision.

14. Severability

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

THIS AGREEMENT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. EMPLOYEE, BY [HIS/HER] SIGNATURE, HEREBY ACKNOWLEDGES THAT [HE/SHE] HAS READ THE AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Employee Name

Date

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