

**CONFIDENTIALITY AGREEMENT**

This agreement is made between \_\_\_\_\_ and CNMI Public School System, Human Resources Office on \_\_\_\_\_ .

(He/She) will perform services for the PSS Human Resources Office which may require the Human Resources Office to disclose confidential information and proprietary information to (He/She). (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to \_\_\_\_\_ services to Human Resources, the business or operation of Human Resources, and/or the products, plans, processes, or other data of Human Resources). Accordingly, to protect the Human Resources' Confidential Information that will be disclosed to (He/She), (He/She) agrees as follows:

(He/She) will hold the Confidential Information received from the Human Resources Office in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.

(He/She) will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by the PSS Human Resources Director.

(He/She) will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for the Human Resources Office.

(He/She) will, upon the request or upon termination of his/her \_\_\_\_\_ with the Human Resources Office, deliver to Human Resources any notes, documents, equipments, and materials received from the Human Resources Office or originating from \_\_\_\_\_ activities for the Human Resources Office.

The Human Resources Office shall have the sole right to determine the treatment of any information that is part of project specific information receive from (He/She), including the right to keep the same as a trade secret, to use and disclose the same without prior patent application, to file copyright recitation in its own name or to follow any other procedure as Human Resources may deem appropriate as determined in the sole discretion of the Human Resources Director or designee.

The Human Resources Office reserves the right to take disciplinary action, up to and including termination of contract for violations of this agreement.

(He/She) represents and warrants that it is not under preexisting obligations inconsistent with the provisions of this agreement.

Signing below signifies that the Employee agrees to the terms and conditions of the agreement stated above.

Human Resources Director:

Contracting Party:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

Date