



CONFIDENTIALITY NON-DISCLOSURE AGREEMENT

Oxford Learning Center, American Baccalaureate School, American International University

In the course of your work for The American Baccalaureate School, American International University, or Oxford Learning Center, you may have access to **confidential information** (oral, written or computer generated, not otherwise available to the public at large) about employees or students, their families, or the operation of our institutions. **Confidential information refers to any information belonging to the institution**, whether of a technical, educational, business, or other nature, including, but not limited to, information relating to the school's facilities, records, student information, staff information, technology, software, curriculum, products, services, designs, methodologies, business plans, finances or other affairs, that is disclosed to or learned by an employee at any time. Confidential information also includes any information that has been made available to the institution by third parties, including but limited to students.

Employees are required to protect all confidential information and confidential materials, from any unauthorized use, disclosure, copying, dissemination, publication or distribution.

Without limitation, employees will:

- a. Make the confidential information and confidential materials available only to those of its employees, agents, and other representatives who have a need to know the same for the purpose specified earlier, who have been informed that the Confidential information and confidential materials belong to the school district and are subject to the agreement and who have agreed or are otherwise obligated to comply with this agreement.
- b. To never disclose the confidential information to any third party.
- c. Make or copy the Confidential materials only as reasonably required for the purpose specified in Section 2.1.
- d. Never deliver, distribute, display, demonstrate, or otherwise make available confidential information or materials to any third party except as provided in clause above.
- e. Never engineer, decompile or disassemble any computer program included in such confidential materials except to the extent permitted by law, and management.
- f. Not remove or obliterate markings (if any) on confidential materials except to the extent permitted by management.

No employee of ABS, AIU, or OLC may share or disclose information regarding:

1. Those who work within the institution(s), including but not limited to their contact details.
2. Information regarding the operation of the institution(s).
3. Information regarding the stakeholders of the institution(s), including but not limited to details about the leadership, staff, students, parents, vendors, etc.
4. Details about employee titles, projects, calendar events, transactions, departments, software, curriculums, etc.
5. Information related to any of the above-mentioned points shared with any ex-employee of our institution(s), whether terminated or resigned.



Employees who breach the non-disclosure agreement of The American Baccalaureate School, American International University, or Oxford Learning Center will be subject to immediate consequences, including but not limited to legal action and immediate termination of employment. Please carefully read and sign the below Non-Disclosure Agreement. Your signature is required in order to validate your employment with our institution.

THEREFORE, I AGREE, that:

1. I WILL NOT DISCLOSE INFORMATION:

I acknowledge and agree that the privacy of our organization is highly valued and that all efforts are made to maintain confidentiality with respect to all information and other material of every kind concerning our organization. Accordingly, I hereby agree that I shall not at any time use or disclose, directly or indirectly, any information in any way relating to our organization, including, but by no means in the way of limitation, any information concerning the business, personal life of its employees, finances, investments, performances, professional relationships, or otherwise, and all such information shall be deemed to be confidential, private, secret and sensitive and shall be kept confidential.

2. I WILL NOT DISCLOSE INSTITUTION INTELLECTUAL PROPERTY:

I acknowledge and agree that I will never share or circulate calendars, binders, electronic content, documents, any document or information from SharePoint, nor any files/reports/data in our institution software platforms such as Banner, Canvas, PowerSchool, BambooHR, etc.

3. I WILL NOT SHARE INFORMATION TO NON-EMPLOYEES OF INSTITUTION, INCLUDING EX-EMPLOYEES:

Any and all information described above, including, without limitation, discussion of employee records, documents, photographs, correspondence, memoranda, notes, records, computers, computer flash drives, electronic files, cell phones, PDAs, files, keys and other documents or physical materials, including all intellectual property therein, relating to the organization, whether received, retained, compiled or prepared by me otherwise coming into my possession through or as a result of my employment shall remain the organization's sole and exclusive property, shall not be used in any way whatsoever nor shall be discussed with any previously existing, or terminated/or resigned AIU/ABS/OLC employee.

4. PARTICULAR CONFIDENTIALITY COMMITMENT OF THE ADMIN TEAM MEMBERS- AS AN AIU/ABS/OLC ADMIN TEAM MEMBER, I WILL ABIDE BY THE FOLLOWING:

Admin Team Members have an additional onus on them as Admin Team members are privy to highly confidential information, including but not limited to employee records, student records, IT data software records, financial information and transactions, etc. The institution Admin Team staff may never share details regarding financial information, staffing plans, future programs and plans, confidential info, or any special info they may overhear or be privy to.

5. ACKNOWLEDGEMENT- INJURY TO ORGANIZATION; LEGAL REMEDIES:

I acknowledge that any disclosure or dissemination by me or any of the information or material described in this letter will warrant legal action taken against me and I can have my employment



terminated for doing such acts. I further understand that I may not share any information about our institution(s) with any non-employee, including ex-employees.

6. VOLUNTARY AGREEMENT:

I warrant and represent that I have carefully read and understand the contents of this Agreement, and that I hereby entered into this Agreement freely and voluntarily, and acknowledge that I either consulted with independent legal counsel before entering into this Agreement, or had the opportunity to do so, but I knowingly waived my right to do so, and that I am entering into this Agreement without any inducement other than that which is described herein.

7. RETROACTIVITY:

This Agreement shall be effective retroactively as of the first date I started rendering any services for ABS, AIU, or OLC.

Sincerely,

Name

Signature

Date