

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
FOR PARISH EMPLOYEES

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (“Agreement”) is made by and between _____, (the “Parish”) and _____ (“Employee”) (collectively, “Parties”), effective as of _____.

RECITALS

Whereas the Parish is operated under the auspices of the Archdiocese of Washington, a corporation sole (“ADW”);

Whereas, the Employee is an employee of the ADW at the Parish, and is entering into this Agreement as a condition of continued employment with the ADW;

Whereas, in performing the Employee’s duties, the Employee may receive certain information (whether in oral, written, or electronic form, or otherwise) from and about the Parish or the Archdiocese and/or its affiliates, members, employees, volunteers or agents, including, but not limited to, the following: confidential, proprietary business information; confidential personnel information; confidential personal information; private information regarding parishioners or donors; confidential or proprietary information regarding finances or transactions, reports, policies, procedures, processes, strategies, proposals, plans, or internal deliberations; or any other confidential, proprietary or private information not readily available to the general public. This agreement refers to such information as “Confidential Information.”

Whereas, the Parish would like to protect the confidentiality of, maintain its rights in, and prevent any disclosure of the Confidential Information;

Whereas, the Parish is willing to allow the Employee access to the Confidential Information, provided that the Employee (1) access the Confidential Information only as is necessary to perform the Employee’s duties; (2) does not use any Confidential Information for personal gain; and (3) protects the Confidential Information in accordance with this Agreement.

AGREEMENT

The Parties agree as follows:

1. **Recitals.** The Recitals are incorporated into this Agreement as if expressly stated herein.
2. **Access to Confidential Information.** The Employee agrees that (s)he will access Confidential Information only when performing the Employee’s duties. The Employee further understands and agrees that the extent of the Confidential Information that (s)he will access shall be limited to such information as is necessary to perform the Employee’s duties.

3. **Protection of Confidential Information.** The Employee agrees to safeguard the confidentiality of any Confidential Information accessed by, in the possession of, or known to the Employee with at least as much care as the Employee would safeguard the confidentiality of the Employee's own confidential information, and in any event with no less than a reasonable standard of care. The Employee will abide by all ADW policies regarding maintenance of the security of ADW information.

4. **Nondisclosure Obligation.** All Confidential Information accessed by and provided to Employee shall be the property of ADW and the Parish and may be distributed or reproduced only with prior written approval from ADW or the Parish. Employee agrees not to reveal or disclose, directly or indirectly, any Confidential Information to any person other than those to whom disclosure is necessary in the performance of the Employee's duties. In no event may the Employee directly or indirectly reveal, report, publish or disclose Confidential Information to any entity or individual outside the ADW without express permission from the Employee's supervisor. The Confidential Information shall be used by the Employee solely for the purposes of performing the Employee's duties.

5. **Return or Destruction of Confidential Information.** Upon termination of Employee's employment with ADW at the Parish, the Employee will immediately either return or destroy, at the Parish's preference, all Confidential Information in the Employee's possession.

6. **Duration of Agreement.** The Employee acknowledges and agrees that the Employee's obligations under this Agreement shall be perpetual and shall not be extinguished or diminished to any extent by the termination of the Employee's employment with ADW.

7. **Injunctive Relief.** The Employee acknowledges that the unauthorized use of the Confidential Information will cause the Parish and ADW irreparable harm that may not be adequately compensated by monetary damages, and accordingly agrees that the Parish and ADW will, in addition to other remedies available to it at law or in equity, be entitled to seek injunctive relief to enforce the terms of this Agreement, including to prevent any actual or threatened unauthorized use the Confidential Information.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement effective as of the date first written above.

Parish:

Employee:

By (Signature): _____

By (Signature): _____

Name: _____

Name: _____

Title: _____

Title: _____