



Confidentiality and Non-Disclosure Agreement

I, _____, acknowledge that during the course of my employment with the California Institute of Technology ("Caltech"), I have and will have access to, and become acquainted with, various types of confidential information, whether explicitly marked or not, pertaining to Caltech and its employees and students. The following types of information and materials collectively referred to herein as "Confidential Information", whether currently existing or created during the course of my employment, are highly sensitive and confidential in nature:

1. Employee/Faculty Personnel Data

All personal information and materials relating to any individual employed by Caltech obtained through my employment at Caltech, including but not limited to job applications, letters of recommendation, performance evaluations, commendations, disciplinary materials, compensation and benefit information, financial information, information related to professorial faculty financial conditions, information pertaining to an individual's health condition or medical records, and security and clearance/classification information or any other non-public information of a personal nature.

2. Student Information

All information and materials relating to any undergraduate or graduate student's enrollment at Caltech, including but not limited to admissions information, course grades, financial information of the student or his/her parents, performance evaluations, medical information, letters of recommendation, employment history at Caltech, employment history after leaving Caltech, and any other forms of student information.

3. Generalized Employment and Student Enrollment Information

All employment and student enrollment information and materials, including but not limited to wage and salary structures; job assignments and work group status; student enrollment and financial aid plans; student admissions criteria; contemplated or pending expansions/reductions or changes in workforce or student population; contemplated and/or pending hirings, promotions, student admissions, disciplinary action suspensions and terminations; and equal opportunity matters.

4. Generalized Financial and Business Information

All generalized financial and business information and materials, including but not limited to the sources and amounts of revenue received by Caltech and/or managed by individual Principal Investigators; the uses and value of the assets of Caltech; the sources and value of the endowment and other investments; the names of vendors and suppliers and the dollar value of business conducted with them; the results of external and internal audit findings; and any other records, documents, reports or data that characterize the financial status or business methods of Caltech.

5. Trustee Information

All information and materials relating to current, former, or prospective Trustees of Caltech, including but not limited to financial and personal information, contributions to Caltech and other Institutions, assets, financial status, and any other non-public information regarding Trustees.

6. Other Confidential Information

Any other information and material not explicitly delineated above which is identified by Caltech as confidential.

7. Exceptions

Confidential Information does not include information which I can demonstrate:

(a) is in the public domain or generally available to the public other than as a result of a disclosure by me in breach of this Agreement

(b) was provided to me on a non-confidential basis prior to my disclosure of such information,

(c) is my personal personnel information, including my compensation, benefits and performance documentation or information; or

(d) is information I disclose to report fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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I agree to take the following steps to preserve the confidential nature of Confidential Information:

1. Non-Disclosure

During and after the term of my employment, I will not use, disclose or transfer any Confidential Information either internally at Caltech or externally to persons or organizations outside Caltech, except as directed to do so by Caltech and as necessary for the performance of my legitimate employment duties.

2. Prevent Disclosure

I will take all reasonable precautions to prevent the disclosure of Confidential Information to unauthorized persons or entities.

3. Abide by Caltech’s Restrictions

I will treat as confidential and proprietary any information or materials received from outside Caltech, which Caltech is obligated to treat as confidential, in accordance with Caltech’s instructions.

I understand that I do not need to abide by the restrictions of this Agreement for disclosure of information that:

- 1) I rightfully receive outside the scope of my employment from a third party without any obligation of confidentiality,
- 2) Is rightfully in the public domain, or
- 3) I make to report fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

4. Return All Materials

Upon the termination of my employment, I will deliver to Caltech all tangible materials embodying Confidential Information, including but not limited to any documentation, records, listings, notes, data, computer databases, memoranda, reference materials, whether in hard copy format or stored electronically, and any machine readable materials which in any way relate to Confidential Information. I also agree not to retain any copies of any of the above materials.

I acknowledge that adherence to the provisions of this Confidentiality and Non-Disclosure Agreement is an essential term of my employment at Caltech. I have read and understand Caltech’s/JPL’s “Acceptable Use of Electronic Information Resources Policy” and I agree to adhere to them. I further acknowledge that if I fail to comply with Caltech/JPL policies and/or instructions regarding Confidential Information, I may be subject to disciplinary action up to and including termination. I understand that if I have any questions concerning interpretation of this policy and Agreement, I should refer them to my immediate supervisor.

Employee Signature

Date

California Institute of Technology

By

Date

Title