



Confidentiality Agreement

This agreement is made between _____ (the "EMPLOYEE") and Canyons School District ("EMPLOYER"). This agreement is made on the ____ day of _____, 2____.

As part of the terms of the EMPLOYEE being hired by the EMPLOYER, and as part of continued employment with EMPLOYER, the EMPLOYEE agrees to the terms of this agreement:

1. The EMPLOYEE acknowledges that in the course of employment by the EMPLOYER, the EMPLOYEE has, and may in the future, come into the possession of certain confidential information or proprietary information belonging to or licensed to the EMPLOYER ("confidential information") including but not limited to trade secrets, EMPLOYEE information, student information, supplier lists and prices, insurance and compensation information, methods, processes, or marketing plans.
2. The EMPLOYEE hereby covenants and agrees that he or she will at no time, during or after the term of employment, use for his or her own benefit or the benefit of others, or discloses or divulge to others, any such confidential information except to those authorized to have such information.
3. The EMPLOYEE will immediately notify EMPLOYER in writing of any information indicating a potential or actual loss of confidential information.
4. Upon the request of the EMPLOYER or upon termination of employment, the EMPLOYEE will return to the EMPLOYER, retaining no copies, all documents and electronic files relating to the EMPLOYER's business including, but not limited to, documentation of confidential information, reports, manuals, drawings, diagrams, blueprints, correspondence, customer lists, computer programs, external hard drives, telephone number lists, and all other materials and all copies of such materials, obtained by the EMPLOYEE during employment.
5. Violation of this agreement by the EMPLOYEE will subject the EMPLOYEE to discipline up to and including termination from employment. Violations of this agreement will also entitle the EMPLOYER to an injunction to prevent disclosure of confidential information, and will entitle the EMPLOYER to other legal remedies, including attorney's fees and costs.
6. This agreement shall be governed by the laws of the State of Utah.
7. If any part of this agreement is adjudged invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.
8. This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators and assigns. No person shall have a right or cause of action arising out of or resulting from this agreement except those who are parties to it and their successors in interest.
9. This instrument, including any attached exhibits and addenda, constitutes the entire agreement of the parties.

No representation or promises have been made except those that are set out in this agreement. This agreement may not be modified except in writing signed by all the parties.

A handwritten signature in blue ink, appearing to be "D. M. Smith", is written over a horizontal line.

EMPLOYER SIGNATURE

DATE:

EMPLOYEE SIGNATURE

DATE: