



Confidentiality and Nondisclosure Agreement

Saint Athanasius and Saint Cyril Coptic Orthodox Theological School

Saint Athanasius and Saint Cyril Coptic Orthodox Theological School (hereinafter “Company”) desires to encourage and foster an atmosphere of trust and confidence with its employees, consultants, and other business associates. In recognition of the fact that confidentiality is key to Company’s success and sustainability, Company has implemented a policy of requiring all employees and business associates to enter into a Confidentiality and Nondisclosure Agreement (hereinafter “CNDA”), as a condition of entering into or continuing a business or employment relationship with Company. The goal of the CNDA is reduced to writing the moral, ethical, and legal commitment to maintaining the highest level of confidentiality as it pertains to the private, secret, sensitive or confidential information and materials of Company and/or its students. In reliance on this CNDA, Company will provide access to its proprietary and confidential materials, information, and good will.

PURPOSE

During the course of employment, employees will be granted access to the Company’s Restricted Information, as defined herein, in order to perform their required job duties.

BINDING AGREEMENT

This CNDA, when written acceptance is evidenced, shall be considered a binding agreement between Company and its employees and independent contractors who work for the benefit of Company. This CNDA, when signed by an authorized agent of a contracted entity, also binds such entity’s employees, independent contractors, advisors, agents, and principals with access to Company’s confidential information.

COMMITMENTS

The parties covered by this CNDA agree to maintain and secure the highest level of confidentiality of Company’s Restricted Information. Maintaining and securing the highest level of confidentiality means that the parties to this CNDA shall not use, disclose, communicate, publish, or otherwise transfer Restricted Information (as defined below) for any purpose other than those permitted by tis CNDA, without the express written consent of the owner(s) of Company or in response to a valid court order or subpoena. Moreover, a covered party shall not knowingly allow or indirectly assist any other person or entity to commit any act or undertake any effort that would violate the terms or spirit of this CNDA.

Notwithstanding the forgoing, under the Defend Trade Secrets Act of 2016, covered parties are immune from criminal or civil liability for the disclosure of a trade secret that is made to a government official or an attorney solely for the purpose of reporting or investigating a suspected violation of law. Employees will not be retaliated against for reporting a suspected violation of law and should report any suspected violation of law to management in accordance with the Employee Concern Reporting Policy.

In addition, this CNDA is not intended to restrict activity protected by state or federal law, including, but not limited to, Section 7 rights. Accordingly, employees are not prohibited from participating in concerted activity or communication among or between employees regarding wages or conditions of employment.

RESTRICTED INFORMATION

“Restricted Information” shall include, but not be limited to, all information and materials learned by virtue of the relationship with Company, whether known to the public or not, that would be considered private, secret, or confidential by a reasonable person of normal sensibilities and sensitivity or otherwise by law. Restricted Information may be in any form whatsoever, including written, electronic, verbal or otherwise, and includes all originals, copies, and analyses or derivatives thereof.

Restricted Information or material shall include, but not be limited to:

All trade secrets; business and marketing plans, non-public pricing, product development ideas; proprietary ideas; inventions; techniques; know-how; technical data or information; vendor or referral contacts; student lists and student information; marketing techniques; financial records and research.

Restricted Information does not include:

(i) information publicly known or in the public domain prior to the time of disclosure, (ii) information publicly known and made generally available after disclosure through no action or inaction of the recipient, (iii) information already in the possession of recipient, as evidenced by contemporaneous written records, (iv) information obtained by the receiver from a third party without a breach of confidentiality, and (v) information independently developed by the recipient.

TERM

Other than for trade secrets, which must be kept confidential indefinitely, the obligation by covered parties, including employees, to maintain the confidentiality of Restricted Information shall continue during the relationship with Company, and for a period of five (5) years after termination of employment or other association with Company, regardless of the reason for termination.

REFUSAL TO ACKNOWLEDGE RELEASED OR EXPOSED RESTRICTED INFORMATION

Covered parties further agree that upon termination of the employment or other relationship with the Company, or otherwise upon demand by the Company, to deliver promptly to the Company or its representative, any and all Restricted Information which the covered party may then possess or have under its control.

INJUNCTIVE RELIEF

The parties agree that a breach of this CNDA by a covered party resulting in the unauthorized disclosure of Restricted Information will result in imminent or irreparable harm to Company, harm which cannot adequately be compensated by damages in an action at law. Therefore, in the event of breach or threatened breach, Company is entitled to seek and receive appropriate equitable relief or specific performance, from a court of competent jurisdiction, without bond or proof of damages and in addition to any other legal remedies. The parties agree that the provisions and protections in this CNDA are fair and reasonable, and reasonably required for the protection of Company’s interests.

SEVERABILITY

If any provision of this CNDA is held to be unenforceable for any reason, then this CNDA will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the CNDA, valid and enforceable. If a court declines to amend this CNDA as provided herein, the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included.

MISCELLANEOUS

Neither party may assign this CNDA, except that Company may assign this CNDA and its rights and obligations hereunder to a successor to its business by merger or consolidation or to a party acquiring substantially all of its assets, in which case both employee (or independent contractor) and the third-party assignee shall continue to be bound by its terms. This CNDA may be modified only in writing signed by both parties. Waiver by a party of any breach of any provision of the CNDA shall not operate as a waiver by that party of any subsequent breach. If Company engages legal counsel to enforce or defend any provision of this CNDA, the person or entity against whom the CNDA is being enforced shall pay Company’s costs and attorney’s fees in such engagement. Notwithstanding any other provision of this CNDA, either party may notify any of Employee’s future or prospective employers of the terms of the existence of this CNDA.

I acknowledge that I have received a copy of the *Confidentiality and Nondisclosure Agreement* (CNDA). I have read and understand the Company’s CNDA and agree to abide by its terms as a condition of my employment.

By signing below, I acknowledge that I have been given the opportunity to discuss this agreement with my private legal counsel, and to raise any concerns or questions with Company, and have availed myself of that opportunity to the extent I wish to do so.

Date

Employee Signature

Employee Printed Name