

*Confidentiality Agreement  
(Regular Employee)*

*Confidentiality Agreement  
(Temp Agency Employee)*

(Human Resources)

CONFIDENTIALITY AGREEMENT  
(REGULAR EMPLOYEE)

This Confidentiality Agreement is made between THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO, A CORPORATION SOLE ("Employer") and the undersigned EMPLOYEE ("Employee").

Confidential information, data and knowledge, ("Confidential Information") will be made available to Employee to enable Employee to perform certain responsibilities which Employee has agreed to accept. Employee agrees to hold and protect the Confidential Information in a fiduciary capacity for the benefit of Employer and not disclose it to any person or entity, other than in the course of performing Employee's authorized duties, without the prior written consent of Employer. In addition, Employee agrees that after termination of Employee's employment, Employee will not disclose at any time to any person any confidential information whether or not it constitutes a trade secret under applicable law.

The term "Confidential Information" means any information or material which is proprietary to Employer, whether or not owned or developed by Employer, which is not generally known other than by Employer, which has not been otherwise publicly disclosed by Employer, and which Employee may obtain in the course of, or which relates to, Employee's responsibilities.

Confidential Information includes without limitation:

- Employer position papers; memoranda; and the like
- Attorney/client communications
- Business records and plans
- Financial statements
- Donation records and other financial and/or personal details related to priests, religious, lay employees, and other persons associated with Employer

Employee understands and agrees that unauthorized disclosure of Confidential Information may result in the termination of Employee. Employee further understands and agrees that Employer will provide no defense to Employee in the event that an invasion of privacy or defamation claim is brought by a third party against Employee relating to any such unauthorized disclosure.

Upon termination of Employee's employment with Employer for any reason, Employee will return to Employer all records, data, plans, programs, magnetic tapes, diskettes, discs, Rolodex cards, letters, client lists, electronic mail, or other documents or materials of any nature which are in Employee's possession or control which Employee obtained from Employer or any of its affiliated organizations or compiled or produced for Employer or any of its affiliated organizations during Employee's employment thereunder, and any and all copies thereof.

The covenants and obligations of Employee set forth herein will be specifically enforceable in addition to, and not in limitation of, any other remedies, including money damages, which the Employer may have, legal or equitable. The obligations of Employee under this Agreement shall survive the termination of this Agreement.

EMPLOYEE

EMPLOYER

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONFIDENTIALITY AGREEMENT  
(TEMP AGENCY EMPLOYEE)**

This Confidentiality Agreement is made between THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO, A CORPORATION SOLE ("Archdiocese") and the undersigned TEMPORARY AGENCY EMPLOYEE ("Temp").

Confidential information, data and knowledge, ("Confidential Information") will be made available to Temp to enable Temp to perform certain responsibilities which Temp has agreed to accept. Temp agrees to hold and protect the Confidential Information in a fiduciary capacity for the benefit of Archdiocese and not disclose it to any person or entity, other than in the course of performing Temp's authorized duties, without the prior written consent of Archdiocese. In addition, Temp agrees that after termination of Temp's employment, Temp will not disclose at any time to any person any confidential information whether or not it constitutes a trade secret under applicable law.

The term "Confidential Information" means any information or material which is proprietary to Archdiocese, whether or not owned or developed by Archdiocese, which is not generally known other than by Archdiocese, which has not been otherwise publicly disclosed by Archdiocese, and which Temp may obtain in the course of, or which relates to, Temp's responsibilities.

Confidential Information includes without limitation:

- Archdiocese position papers; memoranda; and the like
- Attorney/client communications
- Business records and plans
- Financial statements
- Donation records and other financial and/or personal details related to priests, religious, lay employees, and other persons associated with Archdiocese

Temp understands and agrees that unauthorized disclosure of Confidential Information may result in the termination of Temp. Temp further understands and agrees that Archdiocese will provide no defense to Temp in the event that an invasion of privacy or defamation claim is brought by a third party against Temp relating to any such unauthorized disclosure.

Upon termination of Temp's employment with Archdiocese for any reason, Temp will return to Archdiocese all records, data, plans, programs, magnetic tapes, diskettes, discs, Rolodex cards, letters, client lists, electronic mail, or other documents or materials of any nature which are in Temp's possession or control which Temp obtained from Archdiocese or any of its affiliated organizations or compiled or produced for Archdiocese or any of its affiliated organizations during Temp's employment thereunder, and any and all copies thereof.

The covenants and obligations of Temp set forth herein will be specifically enforceable in addition to, and not in limitation of, any other remedies, including money damages, which the Archdiocese may have, legal or equitable. The obligations of Temp under this Agreement shall survive the termination of this Agreement.

TEMP

ARCHDIOCESE

Date: \_\_\_\_\_

Date: \_\_\_\_\_