

Confidentiality Agreement

As an employee of or volunteer for the Office of Undergraduate Admissions, I understand that I may see, hear, and have access to confidential or sensitive facts, matters, documents, files, or other materials pertaining to applicants or the admissions process. Confidential or sensitive facts, matters, documents, files, other materials are those that are not generally known to the public outside of the Office of Undergraduate Admissions and become known to the employee or volunteer as a result of their affiliation with the office.

As a result, I agree to be bound by the following terms and conditions:

1. I agree that I will not discuss or disclose any confidential or sensitive fact, matter, document, file, or other materials acquired in the course of my duties for the Office of Undergraduate Admissions to anyone outside of the Office of Undergraduate Admissions unless expressly authorized to do so by a member of the admissions staff.
2. I agree that I will not look at, examine, or retrieve any confidential or sensitive document, file, or other materials unless expressly authorized to do so by a member of the admissions staff.
3. I agree that I will not copy for my own use, apart from my duties for the Office of Undergraduate Admissions, any confidential or sensitive document, file, or other materials that I am given, shown, told, or have access to, unless expressly authorized to do so by a member of the admissions staff. If copying or storage of documents, files, or other materials is necessary for my duties for the Office of Undergraduate Admissions, I will store such items in a secure manner and location. I agree that at the completion of my duties, any such items that have been stored outside of the Office of Undergraduate Admissions will be shredded or erased in a manner that ensures they can no longer be read or interpreted.
4. If I am uncertain whether facts, matters, documents, files, or other materials are protected by this agreement, I will resolve all uncertainties in favor of preserving the confidentiality of such items, and I will seek clarification from the Office of Undergraduate Admissions before engaging in conduct that might jeopardize the confidentiality of such items.
5. I agree that the requirements of confidentiality as detailed in this agreement extend from my time of employment or volunteer service indefinitely into the future so long as the facts, matters, documents, files, or other materials are confidential or sensitive.

I further understand and agree to be bound by these additional terms and conditions:

6. Liability. I understand that any violation of the terms of this agreement will subject me to immediate removal from my position for the Office of Undergraduate Admissions and additional discipline by Tufts University. In the event that I disclose any confidential information in violation of this agreement, I agree that I am liable, without limitation, for any and all costs, claims, and damages (including, but not limited to, any special, indirect,

incidental, and consequential damages, and reasonable attorneys' fees and costs) sustained by Tufts University as a result of the disclosure. I acknowledge and agree that any disclosure in violation of this agreement will cause irreparable injury to Tufts University, and accordingly I agree that in addition to any and all other remedies available, Tufts University shall be entitled to obtain relief by way of a temporary or permanent injunction to enforce the obligations contained in this agreement, without the necessity of posting bond.

7. Severability. If any provision of this agreement is wholly or partially unenforceable for any reason, such unenforceable provision or part thereof shall be deemed to be omitted from this agreement without in any way invalidating or impairing the other provisions of this agreement.
8. Applicable Law and Jurisdiction. The validity, interpretation, and effect of this agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. I agree to the exclusive personal jurisdiction of the state and federal courts located in the Commonwealth of Massachusetts for any dispute arising from or relating to this agreement.
9. Miscellaneous. Nothing in this agreement will be construed as creating an employment contract or a guarantee of employment for any specific duration. Nothing in this agreement creates any rights or benefits for third parties. No delay or failure by Tufts University or the Office of Undergraduate Admissions in exercising any rights, remedies, powers, or privileges hereunder shall be construed as a waiver of any rights, remedies, powers, or privileges, even if such delay or failure is continuous or repeated, nor shall any single or partial exercise of rights, remedies, powers, or privileges preclude any other or further exercise. This agreement contains the entire agreement of the parties concerning the subject matter, all prior agreements of the parties are superseded by this agreement, and any oral representations or modifications of this agreement will be of no effect.

Employee or Volunteer

Date

Office of Undergraduate Admissions

Date