



Confidential Information Agreement

WHEREAS SVA's Confidential Information Policy provides as follows:

2.10 Confidential Information

The services performed by employees of SVA will involve some exposure to Confidential Information. Confidential Information is broadly defined, and includes all non-public proprietary and trade secret information which has or could have commercial value to SVA due to its confidentiality, as well as all non-public and/or HIPAA protected information concerning SVA's students and employees. Confidential Information includes (but is not limited to) the following:

- Information in SVA's possession about students and employees.
- Information in SVA's employment files and/or private consultations between supervisors, the Executive Director, and employees or students.
- Medical and treatment information in SVA's possession regarding students or employees.
- SVA's business, marketing and financial information including but not limited to SVA reports, investigations, research or development work, mailing lists, bid lists, directories, plans, specifications, marketing plans, financial projections, vendor quotes, and any concepts, ideas, materials or information relating to the business, products, or services of SVA or to the students of SVA.

All Confidential Information should be sufficiently guarded and protected from misuse.

Employees must not use Confidential Information for any non-SVA purpose. Confidential Information shared among employees should be done on a need to know basis.

Employees must not disclose Confidential Information to any outside party without prior authorization from SVA or, in the case of student or employee information, a consent form signed by the student or employee authorizing that use or disclosure. Outside parties who insist on knowing Confidential Information should be referred to the Executive Director.

If any question arises about how to treat information, treat it as Confidential Information until directed otherwise by the Executive Director.

Employees may be asked to sign a Confidential Information Agreement formally agreeing to abide by the terms of this policy;

WHEREAS I, the undersigned Employee, wish to be employed or engaged in an at-will capacity by SVA;

NOW THEREFORE, I agree as follows:

Agreement:

I, the undersigned Employee, have read and fully understand ScenicView Academy's Confidential Information Policy and agree to abide by it as a condition of my employment with SVA.

I further agree that, effective upon notice of the termination of my employment or engagement with SVA, I shall immediately return to SVA all SVA property in my possession, use or control, including any and all originals and copies of any files, documents, works and other materials containing any SVA Confidential Information.

I further agree that my covenants and agreements in this Agreement are reasonable and necessary to protect the legitimate interests and Confidential Information of SVA, and that my obligations under this Agreement shall survive the termination of my employment or engagement.

I further agree that in the event that I breach this Agreement, SVA shall be entitled to injunctive or other equitable or legal relief which may include, but shall not be limited to (i) an order restraining me from rendering any service or performing any activity in breach of this Agreement, (ii) an order for specific relief, (iii) other equitable relief, and (iv) judgment for damages including but not limited to costs and reasonable attorneys' fees. These remedies are not exclusive of any other remedy, and shall in addition to every other available remedy or now or hereafter existing at law or in equity, by statute or otherwise.

I further agree that this Agreement shall be governed by the laws of the State of Utah. Any litigation arising out of this Agreement shall be conducted in the applicable federal court in Salt Lake County, Utah, or State court in Utah County, Utah, and I expressly agree and consent to such jurisdiction and venue.

Signature _____ Date _____

Printed Name _____