

Government of the United States Virgin Islands



www.VIDE.vi

Department of Education Division of Human Resources

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EMPLOYEE CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

- I. I _____ (hereinafter “Employee”) understand that in the performance of my duties of my position with the Government of the Virgin Islands, Department of Education (hereinafter “DOE” or “Department”), I may come into contact with, see, or hear Confidential Information. “Confidential Information” is any information of any kind, nature, or description concerning any matters affecting, regarding, or relating to my employment with DOE; data, information, records, and documentation deemed confidential and protected by DOE in accordance with local and federal laws and/or information I gain access to, learn, discover, acquire, or use in connection with my duties. Confidential information includes: past and present employee and student records, trade secrets and proprietary data, business and technical information inclusive of financial records, research data, methods, processes, formulae, compositions, systems, contracts and contract negotiations, and settlements.
- II. Employee shall treat, use, and retain the Confidential Information in the strictest of confidence and prevent unauthorized duplication, use, and disclosure of such information and shall use the same degree of care to protect the Confidential Information and to prevent harm and disclosure of the Confidential Information, which a reasonably prudent person would use to protect and prevent disclosure of confidential information.
- III. Employee will not disclose or divulge, directly or indirectly, Confidential Information to any party including but not limited to family, friends, and other unauthorized persons, unless authorized to do so in writing. Employee understands he or she shall release Confidential Information only to comply with local and federal laws and after obtaining proper authorization from DOE or other legally responsible parties, and upon notice to DOE of the release.
- IV. Employee shall not reproduce, duplicate, disclose, or publish, by paper, electronic or verbal mediums, Confidential Information in any form or use Confidential Information for any purpose other than the performance of his or her job duties.
- V. Employee shall not discuss Confidential Information with co-workers or other persons in public areas such as bathrooms, hallways, lounges, or elevators, or in areas outside of the appropriate sites and where Confidential Information may be overheard.
- VI. Employee will not take photographs, videos, and the like of any students or other employees for personal use with his or her cellular device, tablet, or any other similar device without consent. Employee further agrees not to post or discuss Confidential Information on the World Wide Web (internet) inclusive of any social media sites such as Facebook, Twitter, and Instagram without appropriate authorization.
- VII. Employee shall provide written notice promptly to the DOE in the event of any unauthorized duplication, use, publication, or disclosure, or potential unauthorized duplication, use, publication or disclosure of Confidential Information.
- VIII. Employee acknowledges and agrees that his or her access to Confidential Information may be limited by the duties required of his or her job and agrees not to access information that is not needed to perform his or her job duties. Further, Employee agrees not to access, use, release, email, copy, show,

tell, give, sell, review, change, distribute, or dispose of Confidential Information unless it is part of his or her job duties.

- IX.** Employee agrees that if he or she must take Confidential Information off of the work site, he or she will do so only with the supervisor's permission and in accordance with this Agreement.
- X.** If Employee has access to the Department's computer system, network, and email system, Employee agrees to protect his or her username and password and will not share the same with any other person. Employees shall notify the Office of Instructional Technology if he or he believes or suspects the user name and/or password has been comprised in any manner or there has been a breach of confidentiality.
- XI.** If Employee has been granted remote access to Confidential Information, Employee understands and agrees, he or she is still responsible for ensuring the privacy and security of the information regardless of the Employee's location.
- XII.** With the exception of receiving authorization to access the Department's email on a cellular device, tablet, of other similar device, Employee agrees not to store, or keep Confidential Information on any non-Department equipment, systems, computers, or devices. Further, Employee agrees to log out and secure the Employee devices when the computer or device is left unattended.
- XIII.** Employee understands that his or her access to Confidential Information and any Department property including email and network systems may be assessed at any time and without Employee's knowledge.
- XIV.** Employee agrees that he or she shall not during, or at any time after the separation of employment with the Department, disclose, publish or divulge to others including future employers, any trade secrets, proprietary data, or any other Confidential Information of the Department.
- XV.** Employee agrees that upon separation of employment from the DOE, Employee shall return to the Department any and all documents and property of the Department, including but not limited to: documents, notes, drawings, reports, manuals, correspondences, lists, equipment, and all other materials and all copies thereof relating in any way to the Department's operations, or in any way obtained by Employee during the course of employ. Employee further agrees not to retain copies, notes or abstracts of the foregoing.
- XVI.** Employee understands and agrees that if found in violation of any of the provisions set forth in this Agreement, Employee may be subject to disciplinary action up to and including immediate termination, and/or be subject to judicial action.
- XVII.** This Agreement shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.
- XVIII.** If any of the provisions of this Agreement are determined to be invalid, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable and shall remain in full force and effect.

Failure to adhere to the aforementioned will result in disciplinary action to include suspension and/or termination.

Having read all the provisions in this Agreement and intending to be legally bound by this written instrument, I set my hands hereunder in understanding and agreement:

EMPLOYEE:

Print Name

Signature

Date