

Non-AAH Employees Acknowledgment of Confidentiality and Responsibility Agreement

This *Acknowledgment of Confidentiality Agreement* outlines the responsibility of a non-AAH employee, vendor, or contractor regarding the confidential nature of access to the ACL Laboratories' computing environment and data resources.

The non-AAH employee, vendor, or contractor shall be granted appropriate access to ACL Laboratories' documents, records, programs, files, and any pertinent data resource needed to fulfill his/her contractual agreement or specific requested access to data. The non-AAH employee, vendor, or contractor shall maintain confidentiality and data integrity of said documents, records, programs, and files. This confidentiality and data integrity responsibility extends to, but is not limited to, systems and software which ACL Laboratories owns, plans or develops, or acquires from third parties or its parent companies.

The non-AAH employee, vendor, or contractor agrees that all developments made and works created by him/her, or under his/her direction in connection with the ACL Laboratories' contractual agreement or access to data shall be the sole and complete property of ACL Laboratories and all copyrights and other proprietary interest therein shall belong to AAH.

The non-AAH employee, vendor, or contractor shall not, at any time, use or disclose any *Trade Secrets* or *Confidential Information* of ACL Laboratories, its agencies or vendors, without written permission from the CIO of AAH, except as required to perform duties as assigned by and for ACL Laboratories. For the purpose of this Agreement, a *Trade Secret* is any scientific or technical information, design, process, procedure, formula, or improvement (manual or electronic) that is valuable and not generally known to the public, including, but not limited to computer software programs. *Confidential Information* is any data or information other than trade secrets, that is materially sensitive in nature, (manual or electronic) and not generally known to the public.

Violations of this Agreement may result in immediate termination of the non-AAH employee, vendor, or contractor. Violations may also be prosecuted under law at the discretion of AAH. Upon the request of ACL Laboratories, and in any event, upon the termination of the employment of the non-AAH employee, vendor, or contractor, said non-AAH employee, vendor, or contractor shall leave all computer programs, documentation, code, memoranda, notes, records, drawings, manuals, flow charts, and any other documents (manual or electronic) pertaining to ACL Laboratories, including all copies thereof, with ACL Laboratories. This includes all data resources (manual or electronic) involving any *Trade Secrets* or *Confidential Information* of ACL Laboratories, its agencies, and vendors.

I, the undersigned, do hereby acknowledge that:

- I have the responsibility to protect the confidentiality and integrity of all AAH's data to which I have access in the performance of my job. This confidentiality and data integrity responsibility extends to, but is not limited to, systems and software which ACL Laboratories owns, or develops, or acquires from third parties. I acknowledge my responsibility to protect all such information, in whatever form, from improper disclosure or use.
- I am aware of my responsibilities to read, comprehend, and abide by all AAH IT Security Policies, Standards, and Procedures.
- All hardware, software and data to which I have access in the performance of my job is the property of the ACL Laboratories and is to be used in the performance of my assigned job duties. I shall be responsible for the proper use of these resources. I understand that improper use of these resources or for personal gain is not allowed and shall lead to loss of privilege to them, termination, or legal action.
- I understand that violations of these rules are subject to disciplinary or legal action by AAH. The nature of the discipline will depend on the nature of the violation and the surrounding circumstances and range from warning to termination of employment.
- I understand that I could be prosecuted under state and federal law under the discretion of AAH and will abide by any and all state and federal regulations and laws.

I, _____ (please print name)
certify that I have read and understand this agreement and the restrictions contained therein.
Please provide:

D.O.B (mm/dd)

Last four digits of SSN

Select One: Contractor Vendor Other: _____

Signature

Organization/Vendor Represented

Date

Organization Department and Location