



Confidentiality Agreement

IN CONSIDERATION OF and as a condition of the Accommodation Office), the Employee and the Employer providing the Confidential Information of students enrolled with the Accommodation Office services agree to this Agreement as follows:

CONFIDENTIAL INFORMATION

1. All written and oral information and materials disclosed or provided by the Accommodations Office under this Agreement constitute Confidential Information regardless of whether such information was provided before or after the date of this Agreement or how it was provided to the Accommodations Office.
2. The Employee acknowledges that in any position the Employee may hold, in and as a result of the Employee’s employment by the Accommodation Office, the Employee will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to the Accommodation Office and which information is the exclusive property of the Accommodation Office at GCCC.
3. Confidential Information means all data and information relating to the business and management of the Accommodation Office, including but not limited to, the following
 - a. Student information which includes names of students, their representatives, all student contact information, contracts and their contents, data provided by students and the type, quantity and specifications received by the Accommodation Office.
 - b. Service information which includes all data and information relating to the services provided to the student, including but not limited to, individual educational plans, 504, medical, psychological neurological and/or any other information obtained by the Accommodation Office to qualify services.
 - c. Confidential information will not include the following information
 - i. Information that is generally known to Garden City Community College;
 - ii. Information that is now or subsequently becomes generally available to the public through no wrongful act of the Employee;
 - iii. Information that is independently created by the Accommodation Office without direct or indirect use of the Confidential Information or
 - iv. Information that the Accommodation Office rightfully obtains from a third party who has the right to transfer or disclose it.
4. The Employee acknowledges and agrees that all rights, title, and interest in any Confidential Information will remain the exclusive property of the Accommodation Office.
5. The Employee does hereby waive any moral rights that the Employee may have with respect to the Confidential Information

NOTICES

1. In the event that the Employee loses or fails to maintain the confidentiality of any of the Confidential Information in breach of this Agreement, the Employee will immediately notify the Coordinator of Accommodations and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.
2. If the Employee is in violation of this agreement, it is grounds for immediate dismissal.

(Student) Date: _____

(Coordinator of Accommodations) Date: _____