

## **CONFIDENTIALITY AGREEMENT FOR EMPLOYEES OF THE MARYLAND JUDICIARY**

The Maryland Judiciary and its personnel possess and access confidential information. Confidential information includes information that the Judiciary is prohibited from disclosing (information that, by law, rule, or policy, is not accessible without authorization) and information that the management of the Judiciary does not intend to disclose or disseminate. Confidential information may include information that is legally privileged, case data and information, such as from MDEC and other information systems, personnel data, financial data, trade secrets, proprietary information, procurement data, administrative records, or any information properly designated as confidential by management of the Judiciary. Personnel information about an individual is confidential information and may only be disclosed in accordance with the Judiciary Human Resources policies and governing laws.

As an employee of the Maryland Judiciary you may, in the performance of your job, have access to confidential information. It is essential to the performance of your job and to the functions of the Judiciary that you understand and acknowledge the critical importance of ensuring that you do not improperly disclose or misuse the confidential information you may receive or produce as a result of your employment with the Judiciary. To ensure that confidential information is kept confidential, and in consideration of your employment with the Maryland Judiciary, please read and sign this agreement:

As an employee of the Maryland Judiciary, I hereby agree and acknowledge:

1. That I will hold confidential information received or produced because of my employment with the Judiciary in strict confidence and will exercise a reasonable degree of care to prevent disclosure to others.
2. That I will not intentionally reproduce, disclose, access, or attempt to access any confidential information I have acquired because of my employment with the Judiciary that is not available to the public unless it is necessary for the performance of my employment.
3. That if I mishandle, improperly divulge, or improperly acquire confidential information, I will immediately inform my Manager or Administrative Head.
4. That the Maryland Judiciary shall, at all times, be considered the owner of all research, notes, data, data bases and applications, computations, estimates or other information, documents, or work product obtained or created during the performance of my duties, and of any memoranda, reports or other work product resulting therefrom; and that I will not use or share any of these materials or information during or after my employment with the Maryland Judiciary except as necessary to perform my official duties or as expressly allowed by the Maryland Judiciary.
5. That upon the termination of my employment, I will return to the Maryland Judiciary all

August 31, 2022

work product and confidential documents that I created or to which I had access during my employment, including but not limited to, reports, manuals, computer programs, and all other materials relating in any way to the Judiciary's business; and that I will not allow any third party to examine or make copies of my work product or confidential documents.

- 6. That upon termination of my employment, I will: (i) return any electronic device belonging to the Maryland Judiciary that stores confidential information created or accessed as a result of my employment with the Judiciary; (ii) not access that device, or disseminate any Judiciary-related data or information stored within it; and (iii) destroy any confidential Judiciary-related information that I may have stored, during the period of my employment, on my personal devices or in any other manner including, but not limited to, hard copy, external storage devices, or cloud-based storage not in the custody or control of the Judiciary.
  
- 7. That violation of any provision of this Agreement may result in: (i) disciplinary action against me, up to and including termination of employment, (ii) civil liability, and (iii) criminal liability.
  
- 8. That this Agreement shall be governed by the laws of the State of Maryland without any regard to conflict of laws principles, and that any civil action or proceeding arising out of this Agreement shall be brought only in the State courts in Anne Arundel County, Maryland.

I understand and agree to this confidentiality agreement and sign below to acknowledge my understanding and agreement.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Printed Name