



Desert Research Institute
Desert Research Institute Research Foundation

ACCESS AND CONFIDENTIALITY AGREEMENT
(Staff-Volunteer-Student)

As a staff member, volunteer, or student at the Desert Research Institute (DRI) and the DRI Research Foundation (Foundation) you may have access to what this agreement refers to as "confidential information." This agreement will help you understand your responsibilities regarding access and protection of confidential information.

Confidential information includes staff / volunteer / student information, financial information, other information relating to DRI and/or the Foundation and information proprietary to other companies or persons. You may learn of or have access to some or all of this confidential information through a computer system or through your volunteer or employment activities.

Confidential information is valuable and sensitive and is protected by law and by strict DRI policies. The intent of these laws and policies is to assure that confidential information will remain confidential, that is, it will be used only as necessary to accomplish the organization's mission. As a staff member, volunteer, or student, you are required to conduct yourself in strict conformance to applicable laws and DRI policies governing confidential information. Your principal obligations in this area are explained below. You are required to read and to abide by these duties. The violation of any of these duties will subject you to discipline, which might include, but is not limited to, termination of employment and to legal liability.

As a staff member, volunteer, or student, you understand that you will have access to confidential information which may include, but is not limited to, information relating to:

- Constituent (staff or donor) information (such as records, conversations, supporter/member financial information, etc).
- Staff, volunteers, or students (such as employment records, grades, performance evaluations, disciplinary actions, etc.).
- DRI information (such as financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, etc.).
- Third party information (such as computer programs, client and vendor proprietary information source code, proprietary technology, etc.).

Accordingly, as a condition of and in consideration of your access to confidential information, and by your signature on this document; you promise that you will use confidential information only as needed to perform your legitimate duties as a staff member, volunteer, or student affiliated with DRI. Specifically you:

- Will only access confidential information for which you have a need to know.
- Will not in any way divulge, copy, release, sell, loan, review, alter or destroy any confidential information except as properly authorized within the scope of your professional activities affiliated with DRI; and
- Will not misuse confidential information or treat confidential information carelessly.

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Approved at the January 16, 2009 DRI Foundation Board of Trustees Meeting
3/18/2009 4:03:00 PM

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- Will safeguard and will not disclose your access code or any other authorization you have that allows you to access confidential information. You accept responsibility for all activities undertaken using your access code and other forms of authorization.
- Will report activities by any individual or entity that you suspect may compromise the confidentiality of confidential information. Reports made in good faith about suspect activities will be held in confidence to the extent permitted by law, including the name of the individual reporting the activities. You may not be retaliated against for reporting such violations in good faith.
- Understand that your obligations under this Agreement will continue after termination of your employment. You understand that your privileges hereunder are subject to periodic review, revision and if appropriate, renewal.
- Understand that you have no right or ownership interest in any confidential information referred to in this Agreement. DRI and/or the Foundation may at any time revoke your access code, other authorization, or access to confidential information.
- Will be responsible for your misuse or wrongful disclosure of confidential information and for your failure to safeguard your access code or other authorization to access confidential information. You understand that your failure to comply with this Agreement may be sufficient reason for termination as a volunteer, and/or also result in your loss of employment at DRI, or lead to academic discipline.

Notwithstanding the provisions above, confidential information shall not include any information which (i) is or becomes available to the public generally, or (ii) becomes lawfully available to you on a non-confidential basis from a source other than DRI or its agents or representatives provided that such source is not subject to or bound by any duty or obligation of confidentiality with respect to such information, or (iii) is independently developed by you without use of or reference to information provided to you by DRI or its agents or representatives.

Staff / Volunteer / Student Signature

_____/_____/_____
Date

Printed or Typed Name

Title

Supervisor's Signature

Title

Printed or Typed Name

Title