***\*\*Please consult the Law Department before using this Form\*\****

**CONFIDENTIALITY AGREEMENT**

**BY AND BETWEEN**

**MAYOR AND CITY COUNCIL OF BALTIMORE**

**AND**

**RECIPIENT**

**THIS CONFIDENTIALITY AGREEMENT** (this “Agreement”) is made as of the date the last party executes this Agreement, by and between the **Mayor and City Council of Baltimore**, a municipal corporation of the State of Maryland (the “City”) and **Provide Name of Employee** (the “Recipient”) (collectively the “Parties”).

**WHEREAS**, through the course of the Recipient’s relationship with the City through being an employee of **PROVIDE NAME OF EMPLOYER** (“Employer”) assigned by Employer as a temporary employee to assist the City in **Provide Job Description of Recipient**;

**WHEREAS**, the term “Confidential Information” includes, without limitation: (i) personal or sensitive information obtained from the City’s **Provide City Department/Agency** (the “Department”); (ii) personal or sensitive information gleaned from a review of materials or documents at the City or from communications with City personnel, City employees, City retirees, and other City insured individuals; (iii) deliberative communications by City personnel; and/or (iv) any other matter that could conceivably be deemed confidential or privileged under any law or rule. The term “Confidential Information” is intended to have the broadest meaning as permitted by law or any applicable rules;

**WHEREAS**, the Recipient acts as part of the custodian of the Confidential Information as part of the Department, and therefore the sharing of this information is not the fulfilment of a request for it under Maryland’s Public Information Act;

**WHEREAS**, the City’s disclosure and sharing of any information, including Confidential Information with the Recipient, is not intended to be a waiver of any privilege held by the City, including, but not limited to, the deliberative process privilege, the executive privilege, the attorney client privilege, or the joint or common interest privilege;

**WHEREAS**, the Confidential Information must at all times be used and maintained so as to prevent any disclosure to persons or entities not authorized by the City to receive, view or use the information; and

**WHEREAS**, disclosure of the Confidential Information to unauthorized parties may create a security risk, pose a threat to the public safety and welfare, or otherwise impact the City.

**THEREFORE**, the Parties agree to enter into this Agreement with respect to the disclosure of the confidential information.

1. During and after the period of the Recipient’s services to the City, the Recipient understands and agrees that the Recipient shall maintain the secrecy and confidentiality of the Confidential Information and shall not: (i) divulge, furnish or make accessible to anyone (including Employer) or in any way use, for the Recipient’s own benefit or for the benefit of anyone else (other than with the City’s permission in the ordinary course of the City’s business during the period of the Recipient’s assignment with the City), any Confidential Information, (ii) take or permit any action to be taken which would reduce the value of the Confidential Information to the City, or (iii) use the Confidential Information in a manner that would cause the Recipient to derive any financial benefit from the Confidential Information.
2. All Confidential Information related to or gained in pursuit of or in connection with the business of the Department is to be considered the private property of the Department. Confidential Information is not to be used or repeated inside or outside the Department except for purposes related to the business of the Department. The Recipient agrees that any misuse of Confidential Information, or breach of this Agreement, as determined in the sole discretion of the Department, may result in the immediate removal of the Recipient from his or her assignment with the City and the Department’s reporting of such misuse to Employer. The City reserves the right seek all remedies available by law and in equity. If the Recipient becomes aware of any unauthorized access to, disclosure of, use of, or damage to the Confidential Information, the Recipient shall within forty-eight (48) hours notify the Department of all facts known to it concerning such unauthorized access, disclosure, use, or damage.
3. The Recipient shall comply with all applicable federal, state, and local confidentiality requirements regarding personal information and all applicable federal, state, and local confidentiality laws and requirements regarding protected health information.
4. The Recipient should not work on projects that the Recipient or Employer may bid on as the Recipient and his/her employer may be prohibited from bidding on solicitations let by the City in the future.
5. By executing this Agreement, the Recipient asserts that she/he has not engaged in any practice or entered into any past or ongoing agreement that would be considered a conflict of interest with this Agreement. The Recipient agrees to refrain from entering into all such practices or agreements during the term of this Agreement (and any extensions thereto) that could give rise to a conflict of interest. Furthermore, the Recipient asserts that she/he has fully disclosed to the City any and all practices and/or agreements of whatever nature or duration that could give rise to a conflict of interest and will continue to do so during the term of this Agreement and any extensions thereto.
6. This Agreement shall continue in full force and effect at all times and shall survive the final completion or termination of the Recipient’s assignment with the City.
7. This Agreement and the Recipient’s obligations hereunder shall be binding on her/his successors and assigns and shall inure to the benefit of the Recipient’s successors and assigns; provided, however, that the rights and obligations of the Recipient under this Agreement shall not be assignable.
8. This Agreement is made in Maryland and Maryland law, exclusive of its conflicts of laws rules, shall govern its interpretation, performance and enforcement. The Parties agree that any actions brought hereunder shall be brought in a court of competent jurisdiction in Baltimore City.
9. The recitals stated above are hereby incorporated and made a part hereof.

**BY SIGNING BELOW THE RECIPIENT ACKNOWLEDGES HAVING READ THE TERMS AND CONDITIONS SET FORTH HEREIN AND FURTHER REPRESENTS AND WARRANTS THAT THE RECIPIENT UNDERSTANDS ALL OF THE TERMS AND CONDITIONS AND AGREES TO BE BOUND THEREBY.**

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Print Recipient Name Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recipient Signature Date

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\_\_\_\_\_\_\_\_\_\_\_\_, Director Date

Department of \_\_\_\_\_\_\_\_