

CATHOLIC DIOCESE OF BROWNSVILLE EMPLOYEE NON-DISCLOSURE AGREEMENT

This agreement made by and between the Diocese of Brownsville, and the Employee whose signature appears below, and applies to all forms of confidential information as defined by the “Confidential Nature of Diocesan Affairs” section of the Employee Handbook.

IN CONSIDERATION OF employment by the Diocese of Brownsville (hereinafter, at times referred to as “Employer”), and as a condition of the Employer employing the Employee and the Employer providing the Confidential Information to the Employee to this Agreement agrees as follows:

1. Employee recognizes and acknowledges that Employee services may result in Employer information such as financial data and other confidential information such as information on staff or other employees of Employer including clergy or religious within the Diocese of Brownsville being revealed to or seen by Employee. The Employee agrees that Employee will not voluntarily disclose at any time any of the aforesaid Employer information or any part thereof to any person, firm, corporation, association or any other entity for any reason or purpose whatsoever. Disclosure can be made at any time in response to a valid subpoena or other legal process compelling Employee to do so under the laws of the State of Texas, any other state, or the United States of America. In the event of a subpoena or other legal process compelling Employee to provide Employer information, prior to Employee providing any testimony relating to said Employer information, Employee will immediately notify any requesting attorneys or parties of this agreement that they need to provide a copy of any subpoena or legal process to: (a) The Employer, Attention: Human Resources Director.
2. All documents that Employee prepared or confidential information that might have been given to Employee, or seen by Employee, in the course of Employee’s employment as an employee are the exclusive property of the Employer. Employee agrees that any confidential information or financial data or other information received by or seen by said Employee during employment as an Employee of the Employer will not be voluntarily disclosed at any time to any one directly or indirectly. Disclosure can be made at any

time in response to a valid subpoena or other process compelling Employee to do so under the laws of the state of Texas, any other state or the United States of America. In the event of a subpoena or other process compelling Employee to provide Employer information, Employee will immediately notify any requesting attorneys or parties of this agreement and that they need to provide a copy of any subpoena or legal process to: (a) The Employer, Attention: Human Resources Director.

3. Employee agrees not to voluntarily assist third parties in litigation or with other claims against Employer unless compelled to do so by law. Employee further agrees that if Employee is ordered or subpoenaed to testify or produce information in connection with any claim against Employer, Employee will provide notice to Employer in the same manner as specified in section 2, above, and Employee will allow Employer to interview Employee if requested before responding to such order or subpoena.
4. Employee agrees that Employee shall not in any manner: (a) publish, discuss with any person, or otherwise disseminate to any person, or (b) make or solicit any comments or statements to or on any media, electronic or otherwise (including any websites, electronic mail, instant message, text messages, Facebook®, MySpace®, blogs, Twitter®, or similar social networks or websites, relating to any confidential information obtained by Employee.
5. Employee will not without prior written approval of the Diocese of Brownsville publish or disclose in any matter confidential information pertaining to the affairs of the Diocese of Brownsville or resulting from services performed for the Diocese of Brownsville including but not limited to confidential information I have access to in my department (other confidential information may include information given to the Diocese of Brownsville by third parties), business plans, donor lists, drawings, computer programs (in any form), accounting methods, inventories, inventions, process and technical innovations, research data, developments and conclusions, and upon termination of assignment, I will return to the Diocese of Brownsville all drawings, blueprints, records or other papers which embody confidential/proprietary information as it outlines above.

6. Employee further agrees that during the period that I perform work for the Diocese of Brownsville I will not disclose any trade secrets or other proprietary information which I may have acquired through work with or employment by a previous client or employer, whether such information is in my memory or embodied in a writing or other physical form.
7. Employee will promptly disclose and communicate to the Diocese of Brownsville all inventions and improvements whether patentable or not, made or conceived by me either solely or jointly with the Diocese of Brownsville employees, and with each disclosure I will point out the features or concepts which I believe to be new or different.
8. Employee will, upon the Diocese of Brownsville's request, assign to it, all such inventions and improvements and same shall become/remain the exclusive property of the Diocese of Brownsville, and when requested to do so by the Diocese of Brownsville, will assign all such applications to the Diocese of Brownsville, give the Diocese of Brownsville all reasonable assistance in connection with the preparation and prosecution of any such patent application, and will cause to be executed all such assignments and other instruments and documents as the Diocese of Brownsville may consider necessary or appropriate.
9. Employee understands that my rights and obligations under this agreement will survive the termination of my employment with the Diocese of Brownsville.

EXECUTED on the ____ day of _____, 2018.

EMPLOYEE
