

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is made this _____ day of ~~March~~, 2013 by _____ (PRINT NAME) (hereinafter "REVIEWER") and the University of Kentucky, College of Agriculture (hereinafter "UK").

WITNESSETH:

WHEREAS, Reviewer or his/her affiliated organization has asked to have input in UK's County Extension Agent Hiring Procedure; and

WHEREAS, ~~both~~ employment applications, the fact of the applications, and the individual's interest are highly confidential information and ~~disclosure~~ disclosure can be of tremendous harm to an applicant; and

WHEREAS, due to Reviewer's legitimate interest in the identity of County Agents, UK is willing to involve Reviewer at certain steps in the application and hiring process subject to an agreement that protects the process and all information; and

WHEREAS, The REVIEWER is willing to agree to protect the confidential information disclosed during the process (hereinafter "Information").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, the REVIEWER agrees as follows:

1. The REVIEWER shall receive **all** Information received or discussed during the application process (specifically including but not limited to the identity of applicants) as confidential information (hereinafter "Confidential Information"). This obligation of confidentiality extends to all Information, in whatever form disclosed, including without limitation, oral and written information, references, interviews, identities of participants and any information of any other type or nature revealed or obtained during or as a result of the application and hiring process.

2. The REVIEWER shall maintain the Confidential Information secret and confidential and shall not discuss it with or disclose it to any third parties for any reason without prior written permission from UK.

3. The restrictions and obligations upon the REVIEWER under this Agreement concerning confidentiality shall expire five (5) years from the date on which the Confidential Information is first received by the REVIEWER and shall not apply to any portion of the Confidential Information which:

a. is known ~~to~~ by the REVIEWER prior to receipt thereof under this Agreement, as evidenced by competent proof; or

b. is disclosed to the REVIEWER in good faith by a third party who is in lawful possession of the Information and who has the right to make such a disclosure; or

c. is or shall have become part of the public domain, by publication or otherwise through no fault of the REVIEWER; or

d. is independently developed by or for the REVIEWER by persons who did not have access to the Information; or

e. the REVIEWER is required by law to disclose, provided that the REVIEWER gives UK reasonable notice of its intent to disclose, such information.

4. This Agreement shall begin on _____, 2013, and expire _____, 2018.

IN WITNESS WHEREOF, the REVIEWER has duly executed this Agreement on the date first above written.

REVIEWER

_____(SIGNATURE)

_____(PRINT NAME)

County: _____

Position being filled: _____