CONFIDENTIALITY AGREEMENT FOR EMPLOYEES, AGENTS AND CONTRACTORS OF THE MARYLAND JUDICIARY

The Maryland Judiciary has possession of and access to a myriad of confidential information that, by law, Rule or policy is not accessible without authorization. As an employee, agent, or contractor of the Maryland Judiciary you may, in the performance of your job or contractual responsibility, have access to confidential information, or information that is legally privileged, including but not necessarily limited to, case data, personnel data, financial data, trade secrets, proprietary information, procurement data, and administrative records. Confidential information includes information that the Judiciary is prohibited by law from disclosing and information that the management of the Judiciary intends to keep secret and not disseminate. In case there is a doubt in your mind whether information is confidential, you need to consult with management before disseminating the information. It is essential that you understand and acknowledge the critical importance of ensuring that you do not disclose or misuse the confidential information to which you have access and that the information is handled with discretion and held confidential. As such, and in consideration of your relationship with the Maryland Judiciary, you will read and sign the following agreement.

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

1. That I shall not during, or at any time following my employment or contractual relationship, use, permit to be used, or divulge to individuals who are not authorized to receive any confidential information obtained through the aforementioned employment or contractual relationship.

2. That I shall not intentionally access, attempt to access, reproduce, or disclose any confidential information unless it is necessary for the performance of my employment or contractual responsibilities.

3. That if I mishandle or release confidential information, I will immediately inform my Manager, Administrative Official, or Project Manager.

4. That upon the termination of my employment or contractual relationship, I shall return to the Maryland Judiciary all confidential documents to which I had access during my employment or contractual relationship, including but not limited to, reports, manuals, computer programs and all other materials relating in any way to the Judiciary's business. I further agree that I shall not allow any third party to examine or make copies of the same.

5. That upon termination of my employment or contractual relationship, I shall return any electronic device belonging to the Maryland Judiciary that stores information and that I shall not attempt to access that device or the information

stored within it. In addition, I shall sign a written statement certifying that I have destroyed all confidential information that I may have stored on my personal devices during the period of my employment or contractual relationship.

6. That violation of any provision of this agreement may result in: (i) disciplinary action against me, up to and including termination of employment; (ii) termination of any contract between the Maryland Judiciary and myself; (iii) termination of any contract between my employer and the Maryland Judiciary; (iv) injunctive relief; (v) damages; and (vi) criminal liability.

I understand and agree to this confidentiality agreement and sign below to acknowledge my understanding of and agreement with its terms and conditions.

_____ _____

Employee/Agent/Contractor's Printed Name Date

_____

Employee/Agent/Contractor's Signature

_____ _____

Manager/Project Manager's Signature Date