

# Human Resources Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is entered into as of the date signed below by and between:

**Employer:** \_\_\_\_\_

**Employee:** \_\_\_\_\_

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes but is not limited to all personnel records, compensation data, disciplinary information, workplace investigations, payroll data, benefits information, employee medical information, and any other non-public information relating to employees and the policies, practices, or business operations of the Employer.

## 2. Obligations of Confidentiality

The Employee agrees to maintain the confidentiality of all Confidential Information obtained during their employment and not to disclose or use such information except as necessary to perform assigned HR duties or as required by law.

## 3. Exceptions

The obligations set forth in this Agreement do not apply to information that:

- Is or becomes public knowledge through no fault of the Employee;
- Is required to be disclosed by law, regulation, or valid court order;
- Is independently developed by the Employee without reference to the Confidential Information.

## 4. Return of Materials

Upon termination of employment or upon the Employer's request, the Employee shall return or destroy all documents, electronic records, or other materials containing Confidential Information.

## 5. Duration

The obligations outlined in this Agreement shall continue both during and after the termination of employment.

## 6. Acknowledgment

The Employee acknowledges that any breach of this Agreement may result in disciplinary action up to and including termination, as well as possible legal remedies.

## 7. Governing Law

This Agreement shall be governed by the laws of the state/province of \_\_\_\_\_.

\_\_\_\_\_  
Employee Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Employer Representative

Date: \_\_\_\_\_