**CONFIDENTIAL INFORMATION POLICY**

**PURPOSE**

[EMPLOYER'S NAME] maintains certain information as confidential to safeguard vital business interests, including [gaining a competitive advantage over competitors/[OTHER REASONS]].

To ensure the protection of this information, [EMPLOYER'S NAME] has established this policy. All employees are required to familiarize themselves with and adhere to the provisions of this policy. By doing so, employees contribute to the effective implementation of confidentiality protocols and help preserve [EMPLOYER'S NAME]'s business integrity and success.

This policy complies with all applicable federal and South Dakota laws governing the protection and disclosure of confidential information, trade secrets, and employee rights. Where state laws provide additional protections, those laws will apply.

**DEFINITION OF CONFIDENTIAL INFORMATION**

Confidential Information encompasses all information, whether spoken, printed, electronic, or in any other form or medium, that:

* Belongs to [EMPLOYER'S NAME] and is not generally known [to the public/in the relevant trade or industry].
* Is obtained through employment at [EMPLOYER'S NAME], whether learned, developed, conceived, or prepared in the scope and course of employment.

This includes, but is not limited to:

* Business processes, practices, methods, policies, plans, and strategies.
* Research, operations, services, techniques, agreements, negotiations, and trade secrets.
* Software, systems, databases, records, designs, models, and inventions.
* Financial information, pricing details, payroll data, customer and vendor lists.
* Marketing, advertising, sales information, and confidential client or supplier data.

Confidential Information also extends to information:

* Marked or identified as confidential or proprietary.
* That would reasonably appear confidential or proprietary based on the context and circumstances in which it is known or used.

Confidential Information does not include [specific exclusions such as employees' terms and conditions of employment or any other publicly available or non-proprietary information].

**MAINTAINING CONFIDENTIALITY**

To ensure [EMPLOYER'S NAME]’s Confidential Information is protected, employees must adhere to the following protocols unless otherwise provided by this policy:

Access and use restrictions

* Only access or use Confidential Information that you are authorized to handle.
* Do not disclose, publish, or share Confidential Information with unauthorized individuals or entities.

Sharing with third parties

Share Confidential Information with third parties only if:

* It is necessary for a legitimate business purpose; and
* A confidentiality agreement has been signed, and you have prior approval from [SUPERVISOR/POSITION/DEPARTMENT].

Secure handling

* Store trade secrets and other sensitive information in secure locations with access controls such as sign-in procedures or electronic security measures.
* Do not remove Confidential Information from [EMPLOYER'S NAME] premises without written approval unless required for your role.

Avoid public discussions

* Do not discuss Confidential Information in public places where it may be overheard (e.g., restaurants, public transit).

Inadvertent disclosure

* Report accidental disclosures immediately to [SUPERVISOR/POSITION/DEPARTMENT] to mitigate any potential damage.

Departing employees

* Return all Confidential Information upon termination of employment. Sign an acknowledgment of compliance where required.

Legal and protected communications

This policy does not limit employees' rights to:

* Discuss terms and conditions of employment.
* Disclose information as required by state or federal law, including sexual harassment or discrimination allegations.
* Communicate with regulatory authorities such as the SEC or FINRA regarding potential violations.

Employees who violate this policy may face disciplinary action, up to and including termination. If you are uncertain about whether information is confidential, consult [SUPERVISOR/POSITION/DEPARTMENT] before taking any action.

**CONFIDENTIALITY AGREEMENTS**

Employees [with regular access to Confidential Information] may be required to sign an [Employee Confidentiality and Proprietary Rights Agreement/[NAME OF AGREEMENT]] as a condition of their employment or continued employment [or for other consideration]. In cases where this policy conflicts with an employee's individual confidentiality agreement, the terms of the confidentiality agreement will prevail.

[EMPLOYER'S NAME] also mandates that all third parties, including independent contractors, sign a confidentiality agreement before being granted access to any of [EMPLOYER'S NAME]'s Confidential Information. Employees are responsible for ensuring compliance with this requirement when sharing or discussing Confidential Information with third parties conducting business with [EMPLOYER'S NAME].

**REPORTING UNAUTHORIZED DISCLOSURE OR BREACH**

Employees are required to promptly report any unauthorized access, disclosure, or potential breach of Confidential Information to [EMPLOYER'S NAME]'s [DEPARTMENT NAME] Department or [POSITION]. Early reporting allows [EMPLOYER'S NAME] to investigate and mitigate risks effectively, ensuring the protection of company assets and compliance with applicable laws. Failure to report such incidents may result in disciplinary action, up to and including termination of employment.

**TRAINING AND AWARENESS**

[EMPLOYER'S NAME] provides mandatory training to employees on maintaining the confidentiality of company information, including protocols for handling Confidential Information and recognizing potential security risks. Employees must complete this training during onboarding and periodically as determined by [EMPLOYER'S NAME]. Failure to complete required training may result in disciplinary action, up to and including termination of employment.

**APPLICABILITY TO COLLECTIVE BARGAINING AGREEMENTS**

The employment terms outlined in this policy are designed to work alongside, without replacing, altering, or adding to, any provisions of employment set forth in a collective bargaining agreement between a union and [EMPLOYER'S NAME].

Employees should review the terms of their collective bargaining agreement.

In cases where this policy conflicts with the provisions of the applicable collective bargaining agreement, the terms of the collective bargaining agreement will prevail.

**POLICY ADMINISTRATION**

The [DEPARTMENT NAME] Department or [EMPLOYER'S NAME]'s [POSITION] oversees the implementation and management of this policy. Employees with questions about this policy or specific inquiries regarding Confidential Information not covered here should reach out to [the [DEPARTMENT NAME] Department or [EMPLOYER'S NAME]'s [POSITION]] for clarification or assistance.

**ACKNOWLEDGEMENT OF RECEIPT AND REVIEW**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), I received and reviewed a copy of [EMPLOYER'S NAME]’s [NAME OF POLICY]. I understand that it is my responsibility to familiarize myself with the policy and adhere to its terms.

I also acknowledge that this policy is not intended to create an employment contract or alter my at-will employment status, unless otherwise specified in a written agreement signed by an authorized representative of [EMPLOYER'S NAME]. Any delay or failure by [EMPLOYER'S NAME] to enforce the provisions of this policy does not constitute a waiver of its rights to enforce them in the future.

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

Signature

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

Printed Name

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

Date