



Confidentiality and Non-Disclosure

1. Full Working Time. Employee shall devote Employee's full working time to the business and affairs of Centenary University.
2. Trade Secrets; Confidentiality. Employee agrees that Employee will not during Employee's employment with Centenary University or at any time after Employee leaves (regardless whether Employee leaves voluntarily or involuntarily), directly or indirectly, without the prior written consent of Centenary University, use or disclose to any person, firm or corporation, any information, trade secrets, customer lists, employee lists, student lists personnel information (including without limitation, identity of the following for employees or students, compensation, skills, qualifications and abilities), resumes, lists, data or business practices of Centenary University, its employees or any of its students, including, without limitation, all related files, input materials, media upon which located (including cards, tapes, disks, and other storage facilities), and software programs or packages (together with any related documentation, source codes, object codes, upgrades, revisions or modifications), (collectively "Proprietary Information"), acquired by Employee during or as a result of Employee's employment with Centenary University. Employee agrees to abide by the standards and requirements under the Family Educational Rights and Privacy Act (FERPA) for postsecondary institutions, SEC Red Flag rules governing identity theft and the Health Insurance Portability and Accountability Act (HIPAA). Any such Proprietary Information is proprietary to Centenary University or its students, as the case may be.
3. Return of Documents, etc. Employee agrees that when Employee leaves Centenary University (regardless whether Employee leaves voluntarily or involuntarily), all drawings, documents, manuals, records and similar information relating to Centenary University, including all copies thereof, whether in computer disk, memory or other format or in any written or printed format then in Employee's possession or control, whether prepared by Employee or others, will be left with Centenary University or promptly returned by Employee to Centenary University.
4. Equitable Relief. Employee agrees that the remedy at law for any breach of Section 2, 3, 4 or 11 of this Agreement would not be adequate and that Centenary University would be entitled to injunctive or other equitable relief for any such breach.
5. Jurisdiction. Employee hereby consents to the jurisdiction of the courts of the State of New Jersey, County of Warren, and the United States District Court, District of New Jersey with respect to any claims or disputes arising from or in connection with Employee's employment with Centenary University, except that Centenary University shall not be precluded hereunder from seeking injunctive or other equitable relief in any federal, state or local court pursuant to Section 5 above. The foregoing shall govern, among other claims and disputes, claims or disputes with respect to discrimination based on age, sex, race, color or creed or sexual or other harassment at the workplace.

6. Governing Law. This Agreement shall be governed by the internal laws of the State of New Jersey without giving effect to its principles of conflicts of law.
7. Professional Behavior. It is Centenary University's policy to take severe disciplinary action against any Employee who conducts him/herself in any unprofessional manner – including behavior that can be deemed to be sexually harassing or discriminatory. It is agreed that in the event Employee at any time believes he or she has been subject to sexual harassment, or other discrimination, he or she will report this immediately to his or her manager and within 24 hours in writing to the Director of Human Resources at christine.rosado@centenaryuniversity.edu, 400 Jefferson Street, Hackettstown, NJ 07840.
8. Notices. All notices or other communications provided for by this Agreement shall be in writing and shall be deemed to have been given when duly mailed by certified mail, return-receipt requested or when personally delivered to the party at its address set forth above or to any other address of which such party gives notice, provided, however, that any notice of change of address shall be operative only upon receipt.
9. Inventions. Employee agrees that any inventions, designs, improvements, programming, software (including software coding and software changes or upgrades), writings and discoveries (collectively, "Inventions") conceived by Employee during the period of Employee's employment by Centenary University, relating to the type of work which Employee performs for Centenary University shall be governed by the University's Policies regarding Intellectual Property, expected to be adopted by the Board of Trustees in October, 2013.
10. Employee at Will. Unless otherwise expressly set forth in a writing signed by the President, the Employee shall be an employee at will of Centenary University.
11. Entire Agreement; Headings. This instrument contains the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior agreements with respect to the subject matter herein. The foregoing notwithstanding, in the event of any conflict between a particular term or provision contained herein and a particular term or provision contained in a written employment agreement that Employee may have entered into with Centenary University, the particular term or provision that is more restrictive shall govern and control. This instrument may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. Headings are for convenience of reference only and will not otherwise constitute part of this Agreement.
12. Severability. The invalidity or unenforceability of one, or more, term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement, which shall remain in full force and effect, nor shall the invalidity or unenforceability of any portion of any term or provision of this Agreement affect the validity or enforceability of the balance of such term or provision.