

**UNIVERSITY OF SOUTH DAKOTA FOUNDATION
CONFIDENTIALITY AGREEMENT**

I, the undersigned, an administrator or administrative support professional at the University of South Dakota (“University”), hereby bind myself to this Confidentiality Agreement (“Agreement”) as an immediate and ongoing condition to receiving from the University of South Dakota Foundation (“Foundation”) access to certain information that is sensitive and confidential in nature, namely, information which may be made available to me directly and indirectly, by request or personal query, whether conveyed in oral, hard copy, or electronic form, through the Foundation’s Constituent Relationship Management platform, Raiser’s Edge NXT, or any related or successor Foundation data management systems. Such information includes, but is not limited to, names, physical addresses, email addresses, phone numbers, birthdays, work information, spousal information, contact reports, wealth ratings, or any other information stored in, generated by, or drawn from the aforementioned platform (collectively “Confidential Information”).

I understand that the Foundation is a private entity, a partner to but independent of the University, with the absolute authority to restrict or revoke access to Confidential Information at any time, for whatever reason, with or without notice. Consistent with understandings reached between the Foundation’s and University’s executive leadership, I understand that I am receiving access to Confidential Information on a need-to-know basis, meaning access reasonably required to further Foundation- and University-approved donor and alumni relationship building activities, stewardship, and charitable giving, and that I am strictly prohibited from accessing or disclosing Confidential Information for any other purposes.

I further understand and agree that it is my obligation to treat Confidential Information securely, discreetly, and respectfully, and to use such information exclusively in performance of my University duties and only in a manner that promotes the best interests of the Foundation and University. I will not divulge, disclose, furnish, communicate, duplicate, publish, or make accessible any Confidential Information to anyone other than limited, immediate staff who may be necessary to assist in performance of the legitimate functions described herein. All such staff shall be bound by the conditions of this Agreement, and I agree that it is my sole responsibility to facilitate their immediate and full understanding and acceptance of the same.

I agree to immediately notify the Foundation if I discover or suspect any inappropriate use or disclosure of Confidential Information, whether a result of my own actions or anyone else, and agree to cooperate fully with the Foundation in any efforts that may be necessary to investigate, recover, or secure compromised Confidential Information. At the end of my University employment, or at any time deemed appropriate by the Foundation, I shall immediately return to the Foundation all Confidential Information, in any form, with which I’ve been entrusted.

I fully understand the Foundation’s interests in protecting Confidential Information, and I accept that my receipt of such information requires ongoing compliance with this Agreement.

Printed Name

Signature

Date