

CONFIDENTIALITY AGREEMENT

MEETINGS WITH STAKEHOLDERS CONCERNING CONTINGENT ACADEMIC AND BUSINESS CONTINUITY PLANNING

In response to the rapidly evolving COVID-19 public health crisis, and consistent with the authority granted to the President pursuant to University Rule §3359-1-05 and The University of Akron Board Resolution 3-1-20, the President has identified the need for his designees, Rex Ramsier, Sidney Foster and Mark Stasitis, to meet and/or discuss the situation with Pamela Schulze, William Rich, Doran Narotzki, Catherine Stoyhoff and Kate Budd of the Akron-AAUP in order to plan for the future academic and business continuity of The University of Akron. During the course of these meetings and/or discussions, the named individuals may be provided with significant amounts of data and materials, which the University considers to be proprietary and/or trade secrets (consistent with Ohio Revised Code §1333.61(D)), the confidentiality of which is critical, in order to protect the proprietary academic and business operation of the University and to not be put at a competitive disadvantage.

I understand that the ultimate success of the meetings and discussions with the named individuals and the President's designees depends on preserving the confidentiality of the information presented. Accordingly, by my signature on this Confidentiality Agreement, I acknowledge and accept both my obligation and responsibility to:


- 1) To treat all discussions, deliberations, and communications within the scope of the purposes of this agreement as stated above, as well as all materials related thereto, whether written or verbal, as confidential ("Confidential Information"). Confidential Information also includes information provided to the named individuals by third parties, which those parties consider to be proprietary and confidential. Confidential Information is not information which is or becomes generally available to the public through no fault of the signatory.
- 2) To refrain from disclosure, directly or indirectly, of Confidential Information to any person, institution, corporation, or entity other than a named individual by the President's designees, or any person or entity entrusted or engaged by the President's designees to provide services or assistance. Confidential Information shall be disclosed only to those persons listed above who have a need to know or access the Confidential Information.
- 3) To direct all inquiries about the substance of these meetings and/or discussions to Wayne Hill, Chief of Staff, or his designee(s), who are the only person(s) authorized to speak concerning the substance of the meetings and discussions.
- 4) To maintain the confidentiality of the Confidential Information both during the term of the meetings and at all times thereafter.
- 5) I acknowledge and agree that, in addition to any other potential legal and/or disciplinary consequences, I may be removed from the meetings, if after investigation and decision by the President's designees I am found to have breached this Confidentiality Agreement or failed to otherwise conduct myself in a professional and trustworthy manner. I further understand that, even if I am removed, the terms and obligations contained in this Confidentiality Agreement shall remain effective and binding on me. I further understand that any breach of this Confidentiality

Agreement also may subject me, if a University employee, to disciplinary action, up to and including termination from the University, consistent with any applicable collective bargaining agreements, policies, procedures or other agreements governing my employment, including any rights of appeal thereunder.

- 6) I acknowledge and agree that due to the importance of the Confidential Information and its special and unique character that gives it a particular value, the University may pursue any legal and/or equitable remedies available as a result of my breach of this Confidentiality Agreement.
- 7) I further understand that by signing this Agreement, the University is not relieved in any manner of its obligations under the collective bargaining agreement between the University and the Akron-AAUP.

I have read, understand and agree to abide by all of the terms of this Confidentiality Agreement as a condition of my service.

Name (please print): Kate Budd

Signature:  _____

Date: April 19, 2020

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Name (please print): Doron Narotzki

Signature: 

Date: 4/20/2020

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Name (please print): William D. Rich

Signature: *William D. Rich*

Date: 04/18/2020

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Name (please print): Pamela A. Schutze

Signature: 

Date: April 19, 2020

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Name (please print): Catherine A Stoyloff

Signature: Catherine A Stoyloff

Date: 4/18/2020