

APPENDIX N

CONFIDENTIALITY AGREEMENT SIGNED BY ALL EMPLOYEES OF MATHEMATICA POLICY RESEARCH

School Nutrition Dietary Assessment Study IV

(OMB No.: 0584-0527)

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CONFIDENTIALITY PLEDGE

I understand that the names, and any other identifying facts or information, of individuals, businesses, organizations, and families participating in projects conducted by Mathematica, Inc. or its subsidiaries are confidential information. I agree that I will not reveal such confidential information, regardless of how or where I acquired it, to any person unless such person has been authorized by the cognizant Mathematica Project Director or the Mathematica Project Manager to have access to the information.

I further understand that the unauthorized access to, use, or disclosure of any confidential information is a breach of the terms of my employment, or my consultant agreement with Mathematica and may subject me to court action by any interested party or to other sanctions by Mathematica. I acknowledge that this agreement shall continue to bind me even after the project(s) is (are) completed and/or even though my employment or my consultant agreement with Mathematica has terminated.

In addition, in the course of my employment I may have access to personal information, electronic and otherwise, about fellow employees. I agree that I will treat that information as having the highest confidentiality, and not communicate it to fellow employees or others outside Mathematica. Final determination of whether or not there is a business purpose requiring that I access a fellow employees' records will be made in consultation with the Director of Human Resources. Failure to uphold this standard is a breach of trust and may subject me to disciplinary action, including termination of employment.

Other than in the course of my authorized employment or my consultant agreement, I further agree that I will not use, nor facilitate the use by any third party, in any way any information deemed confidential by the terms of any contract or other written agreement between Mathematica and any other organization, except by written authorization by both parties. It is my understanding that Mathematica and the contracting organization(s) have the exclusive right to all information acquired or developed under such a contract or other written agreement. I acknowledge that I acquire no right, title, or interest in and to any data or information to which I have access by reason of my employment or my consultant agreement and that I may not remove such data from my assigned work location without prior authorization.

I agree to promptly notify the cognizant Mathematica Project Director or Project Manager, the Survey Operations Center Manager or Supervisor for survey work, and the Mathematica Security Officer of any unauthorized disclosure, use, or alteration of confidential information that I observe.

Nothing herein shall be construed to prevent divulgence of information to any court or governmental agency, provided such divulgence is required by law. However, if I am subpoenaed, or if I have reason to believe that I may be called upon to make such divulgence, I agree to notify the President of Mathematica promptly in writing and, upon his request, to cooperate in all lawful efforts to resist such divulgence.

Name: _____ Signature: _____

Date: _____