

## Attachment H: Confidentiality Pledge



**IMPAQ POLICY:** Confidentiality Agreement  
**POLICY EFFECTIVE:** September 19, 2006  
**REVISED EFFECTIVE:** March 3, 2008  
**PURPOSE:** To ensure employee's commitment to confidential handling of all data and information related to the business and management of IMPAQ International. This Agreement will be signed at the time of hire and annually throughout employment. The signed copy will be filed in the employee's permanent HR file.

---

### **CONFIDENTIALITY AGREEMENT**

---

#### **Background**

\_\_\_\_\_ (the "Employee" includes regular full-time, regular part-time, project based full-time, project based part-time, contractor, consultant, temporary and intern) is currently employed by IMPAQ International, LLC (IMPAQ). In addition to the responsibilities associated with this position (the "Employment"), this Agreement also covers any position or responsibility now or later held with IMPAQ. The Employee will/may receive, have access to, or develop on behalf of IMPAQ, Confidential Information, as defined below, as a result of Employment ("Permitted Purpose").

In consideration of and as a condition of employment, as well as IMPAQ providing access to Confidential Information and other valuable consideration, the Employee agrees to this Agreement as follows:

#### **Confidential Information**

The Employee acknowledges that in any position the Employee currently holds or may hold as a result of the Employee's employment by IMPAQ, the Employee will have access to "Confidential Information," as defined below.

- A. "Confidential Information" means all data and information relating to the business and management of IMPAQ. Confidential information includes, but is not limited to know-how, projects, software, methodologies, processes, systems architecture, business plans, financial information, rates, client lists and contract/subcontract information, user IDs and passwords. Confidential Information also includes all other non-public information relating to IMPAQ generally, including without limitation, information regarding IMPAQ's business, financial, legal and tax affairs, intellectual property, products, services, processes, systems, methods of operation, business plans, business

arrangements, projects, customers prices, pricing methods, sales and marketing information and strategies, revenues, costs, expenses, operating data, contracts, plans, prospects, records and similar data. The Employee acknowledges and agrees that all information described in this paragraph constitutes Confidential Information subject to the protections of this Agreement.

- B. The Employee may also have access to confidential information disclosed by a third party, a government entity or otherwise, that is governed by a non-disclosure agreement between the third party and IMPAQ. Such third-party information may contain personal identifiers such as SSN, DOB, name, phone number and address of project participants. The Employee acknowledges that IMPAQ is subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee agrees that during the term of his/her employment and thereafter, he/she will hold such third party Information in the strictest confidence and will not disclose to anyone (except in connection with his/her work for IMPAQ), unless expressly authorized by an executive officer of IMPAQ in writing and will treat all such information as Confidential Information subject to this Agreement.

Confidential Information may be disclosed to the Employee orally, in writing or in one or more electronic formats, such as, but not limited to, print hardcopy, tapes, diskettes, compact disks, database files, computerized surveys or other similar media.

The Employee acknowledges that such Confidential Information has been and will be of central importance to the business of IMPAQ and/or the disclosing third parties and that disclosure of it to, or its use by, others likely to cause substantial loss or damage to IMPAQ and/or the disclosing third parties.

### **Obligations of Confidentiality and Non-Disclosure**

1. The Employee shall treat the Confidential Information by whatever means as being strictly private and confidential.
2. The Employee shall take all reasonable measures to maintain the Confidential Information as such.
3. The Employee shall use such Confidential Information solely on behalf of and for the purposes intended by IMPAQ and shall not use the information for any other purpose. The Employee shall disclose the Confidential Information only to IMPAQ directors, officers, employees and agents who have a need to know such information in connection with performing the duties related to IMPAQ's business.
4. The Employee shall not use the Confidential Information for any other purpose, reproduce or disclose it to any party without the express written consent of the party who disclosed it to IMPAQ.

5. The Confidential Information will remain the exclusive property of IMPAQ. The Employee will not use the Confidential Information for any purpose which might be directly or indirectly detrimental to IMPAQ.
6. Employee shall not copy or otherwise duplicate or reproduce any Confidential Information in any manner whatsoever, or permit the Confidential Information to be duplicated or reproduced, other than as may be necessary to perform Employee's duties as an employee of IMPAQ.
7. Employee shall not seek to obtain any copyright, trademark or other intellectual property registration covering any Confidential Information, other than registrations undertaken in IMPAQ's name at IMPAQ's request.
8. The Employee shall not bring Confidential Information outside of the IMPAQ office on laptop computers, compact disks, DVDs, memory sticks, print hardcopy or any other media or by sending the data over the Internet. The only exception to this policy is that key personnel, named by the President of IMPAQ, may bring the Confidential Information to and from secure off-site storage.
9. The Employee shall deliver any storage device containing confidential data (hard disk, laptop, server, etc.) that is no longer in service for whatever reason (down, crashed, replaced, etc.) to authorized IT personnel for special handling or disposal.
10. The Employee shall immediately notify the President of IMPAQ upon becoming aware of any unauthorized disclosure, copying, use of loss of all or any part of the Confidential Information.
11. The obligations to ensure security and prevent disclosure of Confidential Information and restrictions regarding the use of Confidential Information imposed on the Employee in this Agreement will survive the expiration or termination of employment and continue indefinitely.
12. Upon termination of employment, for any reason, the Employee shall return any and all Confidential Information disclosed pursuant to this Agreement in whatever medium or form it is held.
13. This Agreement is not an employment agreement, and does not confer upon Employee any right of employment or continued employment with IMPAQ.
14. Violation of this Agreement will result in disciplinary action, up to and including termination.

## **Remote Access Security Control**

IMPAQ allows telecommuting, via computer and telephone, as a flexible and effective business work solution. Authorized employees and sub-contractors access IMPAQ computer and telephone systems to perform officially designated duties from an alternate work site. This capability offers administrative access for troubleshooting, configuration, system review, and issue resolution; or end-user access to the network while on official company travel or from an

authorized remote location for non-configuration routine work activities such as receiving/sending email, interviewer monitoring, and document writing/review. User compliance with IMPAQ's information security policy is considered a preeminent factor in ensuring the availability, integrity and confidentiality of IMPAQ data, computer and telephone systems.

There are numerous places from which a remote user can access the network, including homes, hotel rooms, airports, sub-contractor worksites, etc. All users, devices and access modalities are required to follow IMPAQ's Security Policy. Any incident which results from improper electronic processing, storage, or transmission of company data, must be reported to the IT Director immediately. While no company data may be stored on portable equipment, theft, corruption or destruction of equipment may be a threat to information security and availability. The remote user must follow these obligations:

1. The Employee is responsible for safeguarding any equipment issued for remote access against theft, unauthorized use, contamination or destruction.
2. Remote user equipment will only be used for IMPAQ business related purposes. The Employee will adhere to the IT Security Policy for off-site use. These safeguards include, but are not limited to, logging-off or shutting down when not in use, not leaving equipment unattended in a public place, not sharing passwords, and prohibiting non-employee use of company equipment.
3. The Employee will comply with the IMPAQ IT equipment maintenance program to ensure the security of the system. The Employee will be responsible for updating patches, virus definitions and passwords.
4. The Employee will not print, write or copy any information containing personal identifiers.
5. IMPAQ systems may only be accessed remotely via IT approved secure communication channels (e.g. a minimum of 128 bit encryption)

## **Enforcement**

1. Violation of this agreement by the Employee will entitle IMPAQ to an injunction to prevent any disclosure and will entitle IMPAQ to all other appropriate legal remedies, including its attorney's fees and costs incurred in enforcing this Agreement.
  2. This agreement shall be governed by the laws of Maryland.
  3. If any part of this agreement is adjudged invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.
-

**IMPAQ International, LLC  
Confidentiality Agreement  
Acknowledgement Form**

I have received and read a copy of IMPAQ's confidentiality agreement policy dated March 3, 2008. I understand that I may contact the Human Resources staff if I have any questions regarding the policy.

THIS CONFIDENTIALITY AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is between:

Employee Signature	IMPAQ Rep Signature	Witness Signature
Print Employee Name	Print IMPAQ Rep Name	Print Witness Name
Date	Date	Date