



## **CONFIDENTIALITY AGREEMENT**

I understand that any and all information related to the following is personnel information under Virginia's Freedom of Information Act, and that the University of Mary Washington elects to maintain this information as strictly confidential ("Confidential Personnel Information"):

- (a) the identity of candidates for the position of President of the University (including, but not limited to, candidates' names, past or present employers, locations, education, experience, etc.; or any other information than might provide clues as to the identity of a candidate)
- (b) any information learned about candidates or potential candidates during Search Committee meetings
- (c) the status of the search process
- (d) any information or opinion expressed by anyone about specific persons, whether candidates, current or past University employees or officers, or others.

I understand and agree that I will not divulge, directly or indirectly, any Confidential Personnel Information, whether I obtain the information through review of documents, web access, Search Committee discussions, conversation or correspondence outside Search Committee meetings, or otherwise; provided, however, such information may be divulged only:

- (a) as required by law
- (b) when specifically authorized by the Rector in writing
- (c) to other Search Committee members
- (d) openly, during closed meetings to other individuals participating in that closed session
- (e) to retained search consultants.

I agree to take all steps reasonably necessary to protect confidentiality and prevent unauthorized persons gaining access to any Confidential Personnel Information in my possession, and to safeguard passwords and computers and from unauthorized access.

I understand that the Rector is the only person authorized to speak on behalf of the Search Committee.

In the event I am unable to attend a Search Committee meeting in person and participate instead by electronic means, I agree to take all reasonable and necessary steps to make certain that any closed portion of the meeting is not observed or overheard by any unauthorized person.

Within thirty (30) days after the conclusion of the work of the Search Committee, I agree to transfer all written Confidential Personnel Information in my possession, including any handwritten notes, to the Rector.

I understand that the obligations of confidentiality described above continue beyond completion of the work of the Search Committee, indefinitely into the future. I also understand and agree that violation of the confidentiality commitments of this agreement may result in my immediate dismissal from the Search Committee and the search process; and, for University students and employees, may result in appropriate disciplinary action.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_