

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Employee Confidentiality and Non-Disclosure Agreement (the "Agreement") is entered into by and between Alpena County, Michigan, a Michigan municipal corporation, with offices at 720 W Chisholm Street, Suite 2, Alpena, Michigan 49707 (the "County") and [EMPLOYEE NAME] (the "Employee") as of the date of the Employee's signature below (the "Effective Date").

In consideration of Employee's employment by the County, which Employee acknowledges to be good and valuable consideration for the Employee's obligations hereunder, the County and Employee hereby agree as follows:

1. **Purpose.** In the course of employment with the County, Employee may have access to confidential or sensitive information. This Agreement is intended to ensure the protection of such information and to prevent unauthorized disclosure or use that could compromise the County's operations, security, or the privacy of its residents or employees.

2. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" includes, but is not limited to:

- a. Personally identifiable information of employees, residents, or other individuals;
- b. Medical or health-related information, including protected health information;
- c. Law enforcement or emergency response plans or materials;
- d. Legal advice or communications protected by privilege;
- e. Computer systems, network configurations, passwords, and access protocols;
- f. Non-public policies, internal reports, investigations, or operational procedures;
- g. Information regarding the compensation of County employees, such as salaries, hourly rates, benefit elections or entitlements, bonuses, paid time off, leave balances, or other terms and conditions of employment; and
- h. Any other information designated as confidential by the County or required to be kept confidential by law.

Confidential Information may be in oral, written, electronic, hard-copy, digital, visual, or any other form.

3. **Exclusions from Confidential Information.** Employee's obligations under this Agreement do not extend to information that is:

- a. Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of Employee;
- b. Learned by Employee through legitimate means other than from fulfilling her official job duties at the County;
- c. Disclosed by Employee with the County's prior written approval; or

- d. Properly requested under the County's Michigan Freedom of Information Act ("FOIA") procedures and subsequently disclosed by authorized County personnel in response to such a request, or otherwise properly disclosed under other applicable law.

4. **Non-Disclosure and Restrictions on Use.** Employee agrees that she will keep Confidential Information of the County confidential. During and after employment at the County, Employee agrees she will:

- a. Use Confidential Information solely for the purpose of carrying out official County duties;
- b. Not disclose, transmit, copy, or otherwise disseminate Confidential Information to any unauthorized person or entity;
- c. Take reasonable steps to safeguard Confidential Information and prevent its unauthorized access, use, or disclosure; and
- d. Refrain from using Confidential Information for personal gain or for the benefit of any third party.
- e. Upon termination of this Agreement by either party for any reason, the Employee shall return to the Company all of the Confidential Information, Confidential Communications, and any and all other property of the Company.

5. **Mandatory Disclosure.** If Employee is required to disclose any Confidential Information pursuant to applicable law, court order, or valid subpoena, they must notify the County promptly, unless prohibited by law, and cooperate with the County's efforts to limit the scope of such disclosure.

6. **Public Records, Whistleblower, and Union Organization.** Nothing in this agreement shall be construed to prevent Employee from complying with Michigan's Freedom of Information Act or reporting a violation of law or cooperating with a law enforcement or regulatory investigation in accordance with the Michigan Whistleblowers' Protection Act or other applicable law. Nothing in this Agreement shall be construed to prohibit or restrict Employee from engaging in conduct that is protected under the Michigan Public Employment Relations Act ("PERA"). This includes, but is not limited to, the right to communicate with coworkers, union representatives, or others regarding the terms and conditions of employment, to participate in collective bargaining, or to engage in other concerted activities protected by law. However, Employee is expected to only provide Confidential Information in accordance with the proper channels of disclosure and to which the recipient has a right under applicable law (i.e., FOIA, PERA, etc.).

7. **No Waiver of Other Policies.** This Agreement supplements, and does not replace, any other County policies regarding confidentiality, information security, or code of conduct. Employee remains subject to all such policies and procedures.

8. **Governing Law and Forum Selection.** This Agreement will be construed, performed, and enforced in accordance with, and governed by, the internal laws of the state of Michigan, without giving effect to the principles of conflicts of laws thereof. By execution of this Agreement, the parties consent to the applicable state or federal venue in Alpena County, Michigan of any action brought to enforce the terms of this Agreement. If Employee is covered by a Collective Bargaining Agreement (“CBA”) and if required under the terms of such CBA, the enforcement action taken under this Agreement is governed by such CBA, the CBA procedures will be followed to the extent required.

9. **Breach.** In the event of a breach or threatened breach by Employee of the provisions of this Agreement, the County shall be entitled to an injunctive relief, including, without limitation, temporary restraining orders and/or preliminary or permanent injunctions to restrain or enjoin any violation or threatened violation of this Agreement. The County shall be entitled to such injunctive relief without the requirement of posting any bond. Nothing herein shall be construed as prohibiting the County from pursuing any other remedies or damages available to the County for such breach or threatened breach.

10. **Assignment.** This Agreement will be binding and inure to the benefit of, and be enforceable by, parties hereto and their respective successors and assigns, but this Agreement will not be assignable by Employee without the prior written consent of the County.

10. **Entire Agreement.** This Agreement constitutes the complete agreement between the parties hereto regarding the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof between the parties.

11. **Headings.** The section headings used herein are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

12. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof is held to be invalid, illegal, or unenforceable under any applicable Michigan law or rule, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Confidentiality and Non-Disclosure Agreement as of the dates set forth below.

ALPENA COUNTY, MICHIGAN

By: _____

Name: _____

Title: _____

Date: _____

[EMPLOYEE'S NAME]

By: _____

Name: _____

Date: _____