# *\*\*Please consult the Law Department before using this Form\*\**

# MAYOR AND CITY COUNCIL OF BALTIMORE

**ACKNOWLEDGEMENT OF CONFIDENTIAL INFORMATION**

**PROVIDE EMPLOYEE NAME** **(“Recipient”)** designated by **PROVIDE NAME OF PERSON IN CHARGE OF CONFIDENTIAL INFORMATION AT CITY DEPARTMENT (“Supervisor”)** within **PROVIDE NAME OF CITY DEPARTMENT** **(the “Department”)** hereby enters into this Acknowledgement of Confidential Information **(this “Acknowledgement”)**.

**“Confidential Information”** includes, without limitation: (i) personal or sensitive information obtained from the Department; (ii) personal or sensitive information gleaned from a review of materials or documents at the City or from communications with Supervisor, City personnel, City employees, City retirees, and other City insured individuals; (iii) deliberative communications by City personnel; and/or (iv) any other matter that could conceivably be deemed confidential or privileged under any law or rule. Confidential Information is intended to have the broadest meaning as permitted by law or any applicable rules. Confidential Information must at all times be used and maintained so as to prevent any disclosure to persons or entities not authorized by the City to receive, view or use the information.

**“Disclose”** means any communication of the Confidential Information, including an acknowledgement that the information exists. The City’s disclosure and sharing of any Confidential Information with Recipient is not intended to be a waiver of any privilege held by the City, including, but not limited to, the deliberative process privilege, the executive privilege, the attorney client privilege, or the joint or common interest privilege.

Recipient hereby represents and agrees that any Confidential Information received by Recipient within the scope of employment with the City or otherwise shall remain strictly confidential and shall not be made available to any individual or organization other than Supervisor without the prior verbal or written approval of Supervisor. Recipient shall not: (i) divulge, publish, furnish or make accessible to anyone or in any way use, for Recipient’s own benefit or for the benefit of anyone else (other than with the City’s permission in the ordinary course of Recipient’s employment with the City), any Confidential Information; (ii) take or permit any action to be taken which would reduce the value of the Confidential Information to the City; or (iii) use the Confidential Information in a manner that would cause Recipient to derive any financial benefit from the Confidential Information.

All Confidential Information related to or gained in pursuit of or in connection with the business of the Department is to be considered the private property of the City. Confidential Information is not to be used or repeated inside or outside the Department except for purposes related to the business of the Department. Recipient agrees that in any case of the misuse of Confidential Information as determined in the sole discretion of the Department may result in immediate termination of Recipient’s employment with the City, and the City reserves the right seek all remedies available by law and in equity. If Recipient becomes aware of any unauthorized access to, disclosure of, use of, or damage to the Confidential Information, Recipient shall within forty-eight (48) hours notify the Department of all facts known to it concerning such unauthorized access, disclosure, use, or damage.

Recipient should not discuss Confidential Information about a relative or friend unless first approved by his/her Supervisor. Without approval from Supervisor, Recipient is prohibited from handling matters related to relatives and friends.

Recipient shall comply with and be bound by the provisions of this Acknowledgement. Recipient shall also follow all applicable federal, state, and local confidentiality requirements regarding personal information and all applicable federal, state, and local confidentiality laws and requirements regarding protected health information.

This Acknowledgement is made in Maryland and Maryland law, exclusive of its conflicts of laws rules, shall govern its interpretation, performance and enforcement. Recipient agrees that any actions brought hereunder shall be brought in a court of competent jurisdiction in Baltimore City.

**I, RECIPIENT, HAVE READ AND UNDERSTOOD THIS ACKNOWLEDGEMENT AND AGREE TO ABIDE BY ITS PROVISIONS.**

**WITNESS: RECIPIENT:**

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

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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