



— Student Employment & Confidentiality Agreement —

This Employment and Confidentiality Agreement ("Agreement") is made and entered into as of _____

between **Wabash College** ("COLLEGE") and, _____

Student Worker ("STUDENT WORKER").

In consideration of the mutual covenants set forth below, COLLEGE agrees to hire STUDENT WORKER and STUDENT WORKER agrees to work for COLLEGE as set forth in this Agreement. Both the COLLEGE and STUDENT WORKER acknowledge that employment and participation by both parties in the COLLEGE funded STUDENT WORKER programs is at the sole discretion of COLLEGE via the Directors of the respective programs or the Wabash College Dean of Professional Development.

1. *Duty of Loyalty and Best Efforts*

STUDENT WORKER shall devote all of his working time, attention, knowledge, and skills to COLLEGE's business interests and shall do so in good faith, with best efforts, and to the reasonable satisfaction of the COLLEGE. STUDENT WORKER understands that they shall only be entitled to the compensation, benefits, and profits as set forth in this Agreement. STUDENT WORKER agrees to refrain from any interest, of any kind whatsoever, in any business competitive to COLLEGE's business. The STUDENT WORKER further acknowledges they will not engage in any form of activity that produces a "conflict of interest" with those of the COLLEGE unless agreed to in advance and in writing.

2. *Place and Hours of Employment*

STUDENT WORKER agrees that their duties shall be primarily rendered at COLLEGE's business premises or at such other places as the COLLEGE shall in good faith require. The STUDENT WORKER is expected to work the hours which they are scheduled each week, and or as agreed by COLLEGE and STUDENT WORKER.

3. *Compensation*

STUDENT WORKER shall receive an hourly wage as published by the COLLEGE's Business Office, minus any taxes, payable per the published COLLEGE Pay Roll Cycle. COLLEGE shall deduct or withhold from compensation any and all sums required for federal income and social security taxes, as well as all state or local taxes now applicable or that may become applicable in the future.

4. *"At Will" Employment*

STUDENT WORKER's employment with COLLEGE is "at will." "At will" is defined as allowing either STUDENT WORKER or COLLEGE to terminate the Agreement at any time, for any reason permitted by law, with or without cause and with or without notice.

5. *Adherence to COLLEGE's Policies, Procedures, Rules and Regulations*

STUDENT WORKER agrees to adhere by all of the policies, procedures, rules and regulations set forth by the COLLEGE. These policies, procedures, rules and regulations include, but are not limited to, those set forth within, including any summary benefit plan descriptions, or any other personnel practices or policies or COLLEGE. To the extent that COLLEGE's policies, procedures, rules and regulations conflict with the terms of this Agreement, the specific terms of this Agreement will control.

6. *Return Upon Termination*

STUDENT WORKER agrees that upon termination they will return to COLLEGE all of COLLEGE's property, including, but not limited to, intellectual property, trade secret information, customer lists, operation manuals, handbooks, records and accounts, materials subject to copyright, trademark, or patent protection, customer and COLLEGE information, credit cards, business documents, reports, keys, passes, and security devices.

7. *Copyrights, Inventions and Patents*

STUDENT WORKER understands that any copyrights, inventions or patents created or obtained, in part or whole, by STUDENT WORKER during the course of this Agreement are to be considered "works for hire" and the property of COLLEGE. STUDENT WORKER assigns to COLLEGE all rights and interest in any copyright, invention, patents or other property related to the business of the COLLEGE.

8. *Submission to Drug Testing*

STUDENT WORKER agrees and understands that it is the policy of COLLEGE to maintain a drug-free work place. STUDENT WORKER consents to a pre-hire drug test if required. STUDENT WORKER understands that COLLEGE has the right, upon



reasonable suspicion, to demand that STUDENT WORKER immediately undergo testing for the presence of illegal or inappropriate drug usage.

9. *Additional Agreement with COLLEGE*

STUDENT WORKER Agrees to:

- A. Attend STUDENT WORKER workshop(s) as required.
- B. Submit direct deposit information to the COLLEGE Business Office.
- C. Respond to email message sent from COLLEGE, concerning STUDENT WORKER work within 24-hours.
- D. Accurately record time via the COLLEGE Timecard system.

10. *Confidentiality of Information*

STUDENT WORKER understands that any information (written, verbal or other form) obtained during the performance of STUDENT WORKER duties is the work product of the COLLEGE and must remain confidential at all times. This includes all information about students, faculty, staff, alumni, recruiting STUDENT WORKERS, employed STUDENT WORKERS, internship STUDENT WORKERS, business operations, marketing plans, budgets, sales, forecasts, internal operations, vendors, works in progress, and COLLEGE employees, as well as any other information otherwise marked or commonly known to be confidential.

Confidentiality extends to data obtained throughout the performance of STUDENT WORKER work, analysis on that data, and any other project-related materials, research, presentations, findings, results, or recommendations. Confidentiality extends beyond the STUDENT WORKER term of employment for a minimum time period of five (5) years from STUDENT WORKER last day of employment. STUDENT WORKER understands that any unauthorized release or carelessness in the handling of confidential information is considered a breach of the duty to maintain confidentiality.

STUDENT WORKER further understands that any breach of the duty to maintain confidentiality will be grounds for immediate dismissal and/or possible liability in any legal action arising from such breach. STUDENT WORKER further understands that any breach of confidentiality will be considered a violation of the Gentleman's Rule and will be reported to the Dean of Students, Dean for Professional Development, and Dean of the College for immediate action.

11. *Signatures*

Student Worker Signature

Supervisor Signature

Student Worker Name Printed

Supervisor Name Printed

Student Worker Email Address

Date

Date