



## EMPLOYEE NON-DISCLOSURE AGREEMENT

This EMPLOYEE NON-DISCLOSURE AGREEMENT, hereinafter known as the “Agreement”, is entered into between \_\_\_\_\_ (“Employee”) and **the American Community Schools of Athens/Σχολές Αμερικανικής Παροικίας Αθηνών** (“ACS Athens”), collectively known as the “Parties” as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”).

### Article I: Scope of Agreement

This Agreement acknowledges that certain confidential information, trade secrets, and proprietary data (hereinafter defined and referred to as “Confidential Information”) of or regarding ACS Athens may be discussed between Employee and ACS Athens (hereinafter known collectively as the “Parties”). The provisions set forth in this Agreement define the circumstances in which the Employee can and cannot disclose Confidential Information, and include the remedies, penalties and lawful action ACS Athens may take should such information be used or disclosed by Employee. Both Parties agree that it is in their best interests to protect ACS Athens’s Confidential Information, and that the terms of this Agreement create a bond of trust and confidentiality between them. In consideration of Employee’s commencement of employment, or continued employment with ACS Athens, the Parties agree as follows:

### Article II: Confidential Information

**A. Definitions.** Confidential Information is any material, knowledge, information and data (verbal, electronic, written or any other form) concerning ACS Athens or its businesses not generally known to the public consisting of, but not limited to, programs, initiatives, plans, concepts, designs, blueprints, drawings, models, devices, equipment, apparatus, products, prototypes, formulae, algorithms, techniques, research projects, computer programs, software, firmware, hardware, business, development and marketing plans, merchandising systems, financial and pricing data, information concerning stakeholders, parents, students, faculty, administrative and supporting staff, suppliers, consultants and general employees, and any other concepts, ideas or information involving or related to the business which, if misused or disclosed, could adversely affect ACS Athens’s operation.

**B. Exclusions.** For the purposes of this Agreement, information shall not be deemed Confidential Information and the Employee shall have no obligation to keep it confidential if:

- (i) the information was publicly known;

#### ACS Athens Mission Statement:

ACS Athens is a student-centered international school, embracing American educational philosophy, principles and values. Through excellence in teaching and diverse educational experiences, ACS Athens challenges all students to realize their unique potential: academically, intellectually, socially and ethically — to thrive as responsible global citizens.

Accredited by: **MSA-CESS, IBO, College Board**

129 Aghias Paraskevis  
GR 15234, Halandri,  
Athens, Greece

Αγίας Παρασκευής 129  
15234, Χαλάνδρι  
Αθήνα

Tel: +30 210 639-3200  
Fax: +30 210 639-0051  
Email: [acs@acs.gr](mailto:acs@acs.gr)



(ii) the information was received from a third party not subject to the restrictions of this Agreement and becomes available to Employee through no wrongful act or breach of Agreement on their part; or

(iii) the information was approved for release by Employer through written authorization.

### **C. Period of Confidentiality.**

Employee agrees not to use or disclose Confidential Information for their own personal benefit or the benefit of any other person, corporation or entity other than ACS Athens **during the Employee's employment with ACS Athens or any time thereafter.**

**D. Limitations.** Employee shall limit access to Confidential Information to individuals on a strictly need-to-know basis, involving only those who are carrying out duties related to ACS Athens and its business. Individuals under the Employee's supervision or responsibility (affiliates, agents, consultants, representatives and other employees) are bound by and shall comply with the terms of this Agreement.

**E. Ownership.** All repositories of information containing or in any way relating to Confidential Information is considered property of the Employer. The removal of Confidential Information from ACS Athens's premises is prohibited unless prior written consent is provided by ACS Athens. All such items made, compiled or used by the Employee shall be delivered to the Employer by Employee upon termination of employment or at any other time as per the Employer's request.

## **Article III: Intellectual property, original content and personal data protection**

**A. Prior content.** Any content created or conceptualized by the Employee prior to signing the Agreement are excluded from the provisions herein.

**B. Ownership of content.** Content created while under ACS Athens's employment are the sole property of ACS Athens except those described under subsection (C.) of this section.

**C. Personal content.** Content developed by Employee on their own personal time not created on Company property, and that were not created using any Company materials, equipment, technology or information, are exempt from the provisions of the Agreement.

## **Article IV: Personal Data Protection**

The Employee shall be expected to know and follow the Privacy Policy of ACS Athens, as it is described at the employment contract addendum. As a potential processor of personal data of students, employees, family members, vendors, etc, the Employee shall be aware of the general provisions of the EU regulation 2016/679. Personal data is defined as any information relating to an identified or identifiable natural person ('data subject'). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an



identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

## **Article V: Entire Agreement**

**A. Modifications and Amendments.** No modifications, amendments, changes or alterations can be made to the Agreement unless in writing and signed by authorized representatives of both Parties.

**B. Successors and Assigns.** This Agreement shall be binding upon the successors, subsidiaries, assigns and entities controlling or controlled by the Parties. ACS Athens may assign this Agreement to any party at any time. Employee's Confidential Information & Personal Data could be assigned only on Employee's agreement.

## **Article VI: Nature of Relationship**

**A. Non-contract.** The Agreement does not constitute a contract of employment, nor does it guarantee continuing employment for the Employee.

**B. Non-partner.** The Agreement does not create a partnership or joint venture between Company and Employee. Any financial arrangements made between both Parties shall not be included in this Agreement but must be disclosed in a separate document.

## **Article VII: Severability**

Any provision within the Agreement (or any portion thereof) deemed invalid, unlawful or otherwise unusable by a court of law shall be dissolved from the Agreement and the remainder of the Agreement shall continue to be enforceable. A severed provision shall not alter the integrity of the Agreement, and the terms set forth in any severed provision shall be construed in such a way as to interpret the purpose for which it was drafted.

## **Article VIII: Governing Law**

This Agreement shall be governed in accordance with the laws of the Hellenic Republic.

## **Article IX: Immunity**

Disclosing Confidential Information to an attorney, government representative or court official in confidence while assisting or taking part in a case involving a suspected violation of law or labor contract is not considered a breach of this Agreement. Should the Employee be required to disclose Confidential Information by law, the Employee shall provide Employer with prompt notice of such request.



## Article X: Breach of agreement

**A. Cause for Action.** Employee understands that the use or disclosure of any Confidential Information may be cause for an action at law in an appropriate court, and that the Employer shall be entitled to an injunction prohibiting the use or disclosure of the Confidential Information.

**B. Indemnification.** Employee understands and agrees that if the use or disclosure of Confidential Information by them or any affiliate, employee or representative of the Employee causes damage, loss, cost or expense to ACS Athens, the Employee shall be held responsible and shall indemnify ACS Athens.

**C. Injunctive Relief.** The Employee understands and agrees that the use or disclosure of Confidential Information could cause ACS Athens irreparable harm and ACS Athens has the right to pursue legal action beyond remedies of a monetary nature in the form of injunctive or equitable relief. This may be in addition to any other remedy, penalty or claim the law can provide.

**D. Notice of Unauthorized Use or Disclosure.** Employee is bound by this Agreement to notify ACS Athens in the event of a breach of agreement involving the dissemination of Confidential Information, either by the Employee or a third party, and will do everything possible to help ACS Athens regain possession of the Confidential Information.

## Article XI: Prevailing party

In a dispute arising out of or in relation to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees, costs and necessary expenditures.

IN WITNESS WHEREOF, the Parties hereto agree to the terms of this Agreement and signed on the dates written below.

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

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

Employee Printed Name: \_\_\_\_\_