

Policy: AUM Confidentiality Policy

Policy Title	AUM Confidentiality Policy
Policy ID	2024.1-v2-QA_Pr
Effective Date	13/06/2024
Responsible Office	President's office
Responsible Executive(s)	All units

Introduction

During employment, employees may receive and have access to confidential information (as defined herein).

Scope

This policy applies to all employees of Sadeen Education Investment Limited and the American University of Malta (**AUM**), including board members and volunteers (**Employees**).

The Employees' confidentiality obligations apply in relation to Sadeen Education Investment Limited and also in relation to any entity being a subsidiary, affiliate, parent and related entity of Sadeen Investment Education Limited (collectively "**Sadeen**").

Employees are required to properly read and understand the contents of this Confidentiality Policy. The University may take any action whatsoever available to it in terms of the applicable law, in terms of this policy including any applicable employment agreement, including seeking damages against Employees, in the event of a breach by Employees of any of the obligations stipulated herein.

Employees are bound to use the Confidential Information exclusively in accordance with the terms set out in this policy.

1. Definition of Confidential Information

1.1. "**Confidential Information**" shall collectively include and refer to all trade secrets, security procedures, confidential information and other proprietary information and related rights of AUM and/or Sadeen, which came or come, directly or indirectly and in any way whatsoever, in possession and/or under the control of Employees (including any and all information received from AUM and/or Sadeen and/or any of its consultants, advisors, employees, customers and/or others, either received orally, electronically, in tangible and/or any other format, either marked as confidential or not, which shall include but not be limited to:

1.1.1. All data, information and materials relating to the business operations (including information relating to the academic part of the operations), commercial and financial activities relating, directly or indirectly and in any way whatsoever, to AUM and/or Sadeen, including but not limited to, the project concept itself, negotiations, proposals or contracts entertained, technical know-how, product, service, customer, supplier, debtor, creditor, business affairs, research, development, invention, process, design, drawing, hardware and software configuration or information, marketing, finance or other form of business plan, plans, sketches, specifications, ideas, concepts, models, data, photographs, specifications, literature, performs, patterns, feasibility studies, correspondences, communication with the third parties, including communication with governmental entities and/or authorities, etc.; and

1.1.2. All records, documents, and other documentation and information (including records, documents and information electronically stored), belonging or relating to, directly or indirectly to the business, business activities and dealings of AUM and/or Sadeen and all information which has been specifically designated as, or which by its very nature is, or which is otherwise considered by AUM and/or to be, sensitive, privileged and/or confidential, including any copies or extracts thereof made or acquired by Employees.

2. Obligations of the Employees

2.1.1. Employees cannot use, in any way whatsoever, any Confidential Information for any purpose other than for the fulfilment of their obligations arising in terms of their employment with Sadeen Education Investment Limited and/or AUM.

2.1.2. Employees cannot disclose, directly or indirectly and in any manner or form, any Confidential Information to any third party including any relatives, or others.

2.2 Employees cannot disclose, directly or indirectly, any Confidential Information to any officers, employees, business partners, associates and/or collaborators, of AUM and/or Sadeen other than to those whose province it is to know the same, and limitedly to the information that is required for the purposes of carrying out their obligations in terms of their employment with AUM.

2.3 Employees must always take all reasonable measures to protect the secrecy of, and avoid disclosure or use, in any way whatsoever, of Confidential Information, using the same degree of care and diligence as the Employees would use to protect their own confidential information of a similar nature.

2.4 Employees cannot without the prior written authority of the President and/or CEO of the University, remove from the University's premises, or copy or allow others to copy, in any form whatsoever, the contents of any document, computer disk, tape, driver or other tangible item which contains any Confidential Information belonging to or entrusted to Sadeen or the University.

2.5 Employees must treat in the strictest confidence, as Confidential Information, all information disclosed or entrusted to them because of their involvement in the University, or any of its officers, or which the Employees may otherwise become aware of during their employment.

2.6 Employees must not, at any time, whether during or subsequent to the term of their employment and/or involvement with the University, in any manner or form, either directly or indirectly, use or divulge, disclose or communicate to any person, firm or corporation, Confidential Information in any manner whatsoever, unless specifically authorized to do so in writing by the Board of Directors of Sadeen Education Investment Limited for any particular purpose as Sadeen Education Investment Limited may direct.

2.7 Employees must immediately notify the President and/or CEO of the University in writing of any misuse or misappropriation of any Confidential Information which may come to the Employees' attention.

2.8 Employees continue to remain subject to the provisions of this policy regardless of any changes in position.

3. Exceptions to the Obligations

3.1. The Confidentiality obligations imposed upon Employees in terms of this policy do not apply to information which:

3.1.1. has become public knowledge or known information not as a result of any breach, negligence or omission of the Employee/s;

3.1.2. is approved by the President and/or Sadeen Education Investment Limited in writing for release; and

3.1.3. is disclosed pursuant to a requirement of law, order of a court of competent jurisdiction, or regulatory or government authority, but only to the extent so required or directed.

4. Return of Confidential Information

4.1. Save for copies of Confidential Information forming part of Employees' working files and required to be kept by Employees in accordance with any applicable law, or international industry standard, all Confidential Information provided by Sadeen and/or the University to Employees and/or resulted from the operation of the University, must be returned to the University immediately, upon the expiry of the engagement between Employees and the University. Employees must keep in strict confidence and must not use in any way whatsoever, directly or indirectly, any Confidential Information which is kept by them in accordance with the terms of this policy other than as is required by the Employees in accordance with any applicable law or international industry standard.

5. Property of Confidential Information

- 5.1. All Confidential Information remains the exclusive property of the University.
- 5.2. For the avoidance of doubt, this policy does not grant Employees any intellectual property right or any other right in the Confidential Information.

6. Assignment

- 6.1. Employees are not entitled to assign any of their obligations, rights and/or benefits under this policy without the prior written consent of the AUM President.

7. Remedies

- 7.1. Without prejudice to any other rights arising in terms of this policy, any applicable employment agreement and at law, Sadeen Education Investment Limited and/or the University will be entitled to seek injunctive relief against any threatened breach or violation of such obligation or covenant or the continuation of any such breach or violation by the Employee.

8. Confidentiality Period

- 8.1 The obligations of confidentiality outlined in this policy shall apply to any disclosures made, or that may be made, to Employees in terms of their employment as well as any disclosure made, or that may be made, to Employees in any other way in connection with, directly or indirectly, their involvement in Sadeen or the University.
- 8.2 The Confidentiality obligations will continue to apply and subsist the expiry or termination of the employment of the Employees and shall continue to apply for an indefinite time following the expiry or termination, for any reason whatsoever, of the employment.