

Confidentiality and Data Security Policy

CIEE works with individuals all over the globe to advance its mission of nurturing world peace through intercultural exchange. In working with us, our colleagues and participants trust our company to provide them with safety and security, including protection and security of the confidential and personal information. Therefore, it is absolutely critical that all CIEE employees treat confidential, personal and proprietary information of CIEE, its employees, participants and contractors with the utmost care.

All CIEE Employees are required to diligently protect the confidential, personal or proprietary information of CIEE, as well as its employees, participants and contractors (“Confidential Information”). Confidential information includes, but is not limited to, the following: HIPAA-protected information; participant lists and data; techniques or methods; know-how; financial and budgetary information; personnel files and medical information of employees or participants; private or personal information of employees or participants, vendor information; marketing and expansion strategies; operational policies and protocols/procedures; financial information of employees or participants; and data security information, such as computer passwords and other technological information.

Confidential Information does not include information regarding **your** wages, hours, or other terms and conditions of employment. It also does not include information that is generally known to, or readily ascertainable by, competitors and the public, other than through an unauthorized disclosure.

At all times, both during your employment with CIEE and after termination, you agree not to use, disclose, or duplicate any Confidential Information except as authorized or as necessary in the ordinary course of performing your job duties for the benefit of CIEE. You are prohibited from disclosing Confidential Information to individuals outside of CIEE, except when necessary to carry out your duties, as authorized by CIEE, or in accordance with law. Confidential Information – including, in particular, participant information, client lists and data – is property of CIEE and may not be removed, duplicated, or used for the Employee’s personal gain during or after employment with CIEE.

When working with Confidential Information, CIEE employees must exercise extreme caution not to inadvertently or mistakenly disclose or transmit any Confidential Information to individual(s) or entity(s) who are not the intended recipients of such information or are not authorized to have access to or view such information. ***Employees who inadvertently or mistakenly disclose Confidential Information as described above or are aware of any inadvertent or mistaken disclosure of Confidential Information by another employee, are required to immediately report any such disclosure by following the CIEE Data Breach reporting policy, located at https://www.ciee.org/sites/default/files/content/documents/hr/data_breach_reporting_policy.pdf.*** Failure to do so could place CIEE at legal risk, and could cause significant harm to the affected employees, participants or contractors.

Inadvertent or mistaken disclosure of Confidential Information to unauthorized third parties is a serious offense, and will result in disciplinary action, up to and including termination of employment. Failure to report any inadvertent or mistaken disclosure of Confidential Information will also result in disciplinary action, up to and including termination of employment. CIEE ultimately retains sole discretion in determining appropriate discipline for violations of this policy, but appropriate discipline **may** include the following:

1st Offense – Written warning.

2nd Offense – Termination of employment or Final Written Warning.

3rd Offense – Termination of employment.

CIEE's decision on appropriate disciplinary action will consider the employee's history of past violations, the severity of the violation at issue, and whether the employee timely reported any such violation(s) as required under this policy.

Note that employees may also be required to sign a confidentiality, non-disclosure, or assignment of intellectual property agreement as a condition of being hired or of continued employment.

Notwithstanding CIEE's requirement to keep certain information confidential, you should be advised that pursuant to Section 7(b) of the Defend Trade Secrets Act of 2016, they will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a Trade Secret that (a) is made: (1) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.