



**CONFIDENTIALITY AGREEMENT
AND
CODE OF ETHICS
FOR THE
CLARKE UNIVERSITY PRESIDENT SEARCH
("CONFIDENTIALITY AGREEMENT")**

By my signature below, I agree to adhere to the following:

- 1) I acknowledge that I have been invited to participate in the search and selection process for the next President of Clarke University. I further understand that but for my agreement to the terms and conditions as set forth in this Confidentiality Agreement, such invitation would be withdrawn, and I would not be eligible to participate. As such, I accept the obligations set forth herein and agree to protect the integrity and confidentiality of Clarke University and that of its personnel selection process and that of its affiliates and all present employees and staff and prospects, semi-final candidates and final candidates.
- 2) I acknowledge that the substance of any discussions, deliberations, interviews, interactions, documents, or communications (oral or written in any media) related to Clarke University's search or selection process or my involvement therewith, including without limitation the identity of any prospects or candidates or the identification of individual members of Clarke University, the Search Committee or others involved in the search process as having expressed particular opinions about specific prospects or candidates, or the general or specific opinions expressed by such persons, are confidential and not to be shared publicly or with any third parties outside of members of the Search Committee.
- 3) I acknowledge that only the Chair of the Search Committee is authorized to speak to the news media or any other publication or media outlet, or to respond to any inquiries, on behalf of the Search Committee or Clarke University.
- 4) I certify that I am not a candidate for the position of President of Clarke University.
- 5) I agree to disclose promptly to the Chair of the Search Committee any conflict of interest, or the appearance thereof, as a result of a relationship between me and any prospect or candidate, or for any other reason.
- 6) I acknowledge that information is a crucial component of the Search Committee's work. This work includes, without limitation, information developed and received about prospects, candidates and their employing institutions. I understand maintaining the confidentiality of this information is necessary to attract high quality finalists, to avoid putting their current positions in jeopardy, and to protect the integrity of such individuals as well as that of the Clarke University, Search Committee members and other volunteers participating in the process. Specifically, I will comply with the following terms and conditions:

- I will respect the **absolute confidentiality** of all prospects and candidates. I will not reveal the identity of, or any other information about, prospects and candidates before or after the Search Committee completes its work.
 - I will be fair, accurate, honest and responsible in my management of information germane to the search.
 - I will guard against inaccuracies, carelessness, bias, and distortion made by either emphasis or omission of information.
 - I will strive to treat issues impartially and handle controversial subjects dispassionately.
 - I will give accurate and complete reports on candidates to the Search Committee Chair or his designee.
- 7) I will place the best interests of Clarke University ahead of all special and personal interests, and I will use common sense and good judgement in applying ethical principles to this search process.
 - 8) I will attend all meetings or appointments related to my role in the search and selection process and if I am unable to do so, I will contact the Chair of the Search Committee or his designee in a timely manner.
 - 9) I consider the letter and spirit of this Confidentiality Agreement and Code of Ethics to be a matter of personal responsibility, binding contractually, and that my failure to uphold the obligations set forth herein can and may lead to one or more of the following actions: (a) my removal from Clarke University's search and selection process; (b) judicial injunctive relief against any further disclosures in violation of this Agreement, which I agree shall be issued without the necessity of any bond; and/or (c) such other remedies, legal or equitable, as may be available to Clarke University under the circumstances..
 - 10) I understand that the above confidentiality obligations shall survive the termination of the work or involvement with Clarke University's search and selection process.
 - 11) Any disputes concerning this Confidentiality Agreement and Code of Ethics shall be subject to the laws of the state of Iowa (excluding its choice of laws regulations) and subject to the exclusive jurisdiction of the Iowa District Court in and for Dubuque County.

Signature

Date

Print Name