



Information Technology Division

Employee Confidentiality and Non-Disclosure Agreement

1. Statement of Purpose

Consistent with the mandates by the Valdosta State University Information Security and Acceptable Use policies and in an effort to enhance the confidentiality and integrity of University information resources this non-disclosure agreement addresses the university's expectations of its employees regarding confidential and proprietary data. This agreement is subject to all policies and procedures for Valdosta State University, the University System of Georgia Board of Regents and all applicable state and federal laws.

2. Confidential and Proprietary Information

As an Employee of Valdosta State University on behalf of the Board of Regents of the University System of Georgia (referred to as the University), you may have access to confidential information (ours, our clients, our partners, our students) that is sensitive and/or valuable. Any unauthorized use or disclosure of this information could potentially result in serious and irreparable injury to the University.

Confidential and Proprietary Information includes, but is not limited to:

- Operations, marketing, research, intellectual property and other plans
- Compensation practices
- Student list and all information related to our affiliates
- Information on prospective students being solicited by the University
- Information regarding the employees, students and donors of the University
- The financial affairs of the University
- Training and other manuals
- Proprietary business opportunities or ventures being considered or pursued by the University; and/or
- Any other information in any form (including all memoranda, notes, records, reports, manuals and any other documents, both hard copy and electronic data), which is not within the public domain.

You understand and agree that you are not permitted to directly or indirectly use, divulge, disclose or communicate to any person, firm or corporation any Confidential and Proprietary Information, unless it is with the written authorization of the Director of Information Technology or his/her designees, or as such is within the scope of your job assignment.



3. Intellectual Property

As an Employee of the University, you may have access to intellectual property (ours, our students, our partners) that is commercially valuable. Any unauthorized use or disclosure of these properties would cause serious and irreparable injury to the University.

Intellectual Property includes, but is not limited to:

- Any and all ideas, practices, and/or research developed by the University that procures economic value for the University.
- Any and all ideas, practices, and/or research that procure economic value for the University by not being readily known by legal means by any other person or business entity that could also derive value from them.

You agree that you will not directly or indirectly use, divulge, disclose or communicate to any person, firm or corporation any intellectual property, unless it is with the written authorization of the Director of Information Technology or his/her designees.

4. Non-Disclosure

The Employee of the University acknowledges and understands that the Confidential and Proprietary Information and Intellectual Property are confidential, proprietary, and secret, and are of great value and importance to the success of University business.

- a) The Employee agrees to use his or her best efforts to safeguard the Confidential and Proprietary Information and intellectual property, and to prevent the unauthorized, negligent or inadvertent disclosure thereof.
- b) The Employee shall not, without the prior written approval of the Director of Information Technology or his/her designees, directly or indirectly, disclose the Confidential and Proprietary Information and Intellectual Property to any other person or business entity.
- c) The Employee shall promptly notify the Director of Information Technology or his/her designees in writing of any unauthorized, negligent or inadvertent disclosure of Confidential and Proprietary Information and Intellectual Property.
- d) The Employee agrees not to disclose Confidential and Proprietary Information or any other information vital to the success of the University after termination of employment.
- e) The Employee agrees never to disclose personal information, intellectual property or any other information vital to the success of the University indefinitely after termination of employment.
- f) The Employee shall only use Confidential and Proprietary Information and Intellectual Property for the completion of his or her job duties, as specified in their job description, and never for his or her personal gain.



- g) The Employee shall be liable under this Agreement to the University and the University's Information Security and Acceptable Use policies for any willful disclosure in violation of this Agreement.

In the event of a breach (or threat of a breach) of this Agreement, the University is authorized to immediately remove access to any and all data and/or information resources to prevent the disclosure of protected data.

I acknowledge that this Agreement is reasonable in scope, area, and duration and is in the legitimate interest of the University and its affiliates in protecting Confidential and Proprietary Information and Intellectual Property. I have read this agreement and I understand that I am expected to abide by the terms and conditions herein:

Employee: _____

Date: _____

Signature: _____