

**Valdosta State University**  
*Student & Employee*  
**Confidentiality/Non-Disclosure Agreement**  
**(Patent, Copyright, & Trademark)**

In the process of faculty-directed research and in consideration of disclosure to me by Valdosta State University (VSU) of confidential and/or trade secret information (i.e. patents, copyrights, & trademarks), I hereby agree to the following:

***Confidentiality***

I understand that in the course of my studies/laboratory work/employment at Valdosta State University I may be exposed to valuable confidential and trade secret information rightfully the property of Valdosta State University and parties with whom VSU has dealings. I further understand that VSU is custodian of information belonging to VSU and/or other persons or organizations, and that much of this information is protected from disclosure by federal and state law and by VSU policy.

I agree to treat as confidential all information that:

- I know is confidential, or
- That is marked as confidential, or
- That has been identified to me as confidential.

In particular, I will not knowingly disclose this information to unauthorized persons and will take reasonable precautions to prevent its disclosure to unauthorized persons. I also understand that I may be directed to disclose information to other parties by my teachers/superiors.

***Use***

I agree not to use information that is to be treated as confidential under the terms of this agreement except to the extent necessary in the course of my work as student/employee at VSU.

***Possession***

I agree that upon request by VSU or should I leave the University for any reason, I will turn over to VSU all information treated as confidential under the terms of this agreement.

***Exclusions***

Obligations pertaining to confidentiality, use, and possession contained in this agreement shall not apply to any information that:

- I independently develop, or
- Is, or has become, publicly available, or
- Is received by me from a third party, not as confidential information, or
- Is released for disclosure by its owner.

### **Term of Agreement**

I agree to be bound by the obligations of this agreement even after the termination, for any reason, of my association with Valdosta State University. This agreement shall not be deemed to provide or imply duration or other terms and conditions of any employment agreement with Valdosta State University.

### **Governing Law**

This agreement shall be administered in accordance with the laws of the state of Georgia.

### **Valdosta State University**

**Faculty Member Name:** \_\_\_\_\_

**Project Title:** \_\_\_\_\_

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

### **Student/Employee**

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**Note:** This document shall be completed in triplicate.

1. One copy shall be retained by the Instructor/supervisor,
2. One copy for the student/employee and
3. The third copy should be sent to:  
Office of Sponsored Programs and Research Administration  
1500 N. Patterson St.  
Valdosta State University  
Valdosta, Georgia 31698