

# Veterans Research Foundation of Pittsburgh

## NONDISCLOSURE AGREEMENT

FOR GOOD CONSIDERATION, and in consideration of being affiliated with or employed by Veterans Research Foundation of Pittsburgh (VRFP) a nonprofit corporation created under the Commonwealth of Pennsylvania to serve as a flexible funding mechanism for VA approved research and education pursuant to 38 U.S.C. §§ 7361-7366, the undersigned employee hereby agrees and acknowledges the following:

1. During the course of my employment or affiliation, there may be information disclosed to me that may be considered confidential information. This information includes, but is not limited to:

A. VA patient and employee information, including but not limited to: personnel files, credentialing and licensure files, VA research or other records protected by the Privacy Act (5 U.S.C. § 552a), the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), or other federal laws, such as 38 U.S.C. §§ 5701, 5705, and 7332.

B. Trade secrets, commercial, financial and other confidential information from third parties, such as for-profit and nonprofit business entities, academic affiliates, public and private foundations, and government agencies, obtained during discussions or engagements in collaborative research with VA. Other confidential information may consist of but not necessarily be limited to:

- (1) Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.
- (2) Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.

C. VRFP internal information of a confidential nature, such as budget, personnel, and information related to internal business operations matters, etc.

2. During or at any time after the termination of my employment or affiliation with VRFP, I shall not use for myself or others, or disclose to others, any confidential information of VA, external third party, or VRFP in violation of this agreement.

3. VRFP reserves the right to take disciplinary action, up to and including termination, for my violations of this agreement.

4. I am not under any preexisting obligations inconsistent with the provisions of this Agreement.

5. Upon the termination of my employment or affiliation from VRFP
- A. I shall return to VRFP all documents and property obtained by me in the performance of my duties. I further agree that I shall not retain copies, notes, or abstracts of the foregoing.
- B. VRFP may notify any future or prospective employer or third party of the existence of this agreement and shall be entitled to all remedies including injunctive relief for any breach.
6. VRFP employees who hold VA Without Compensation appointments are also subject to various laws regarding confidentiality, including but not limited to the Privacy Act, Freedom of Information Act, 38 U.S.C. §§5701, 5705, and 7332. VA employees may only use or disclose confidential information consistent with applicable authorities. Requests for disclosure of confidential information will be handled in accordance with 5 U.S.C. §552, E.O. 12600, and 38 C.F.R. 1.554a. Additionally, VA employees are bound by 18 U.S.C. § 1905, known as the Federal Trade Secrets Act, to not disclose confidential and proprietary information disclosed to them in the conduct of their official duties. Additionally, the Economic Espionage Act of 1996 makes the theft or misappropriation of a trade secret by VA employees a federal crime. 18 U.S.C. §§ 1831-1839.
7. This agreement shall be binding upon me, my personal representatives, and any successors in interest, and shall inure to the benefit of VRFP, its successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

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

v. 3/26/19