

<b>Idaho Veterans Research &amp; Education Foundation, Inc.</b>	<b>Policy on Non-Disclosure</b>	No.		
		Effective Date		10/28/2019
		Revision Date		
		Final Approval	Approved by IVREF Board of Directors:	

**Purpose**

To require all IVREF employees to maintain the confidentiality of VA, third party and IVREF confidential information.

**Scope**

This policy applies to all IVREF employees, including those who hold a VA Without Compensation (WOC) appointments.

**Definition**

Confidential Information is defined as information of any kind, nature, or description concerning any matters affecting or relating to employees’ services for IVREF as further described under policy.

**Policy**

IVREF employees are required to maintain the confidentiality of information obtained in the performance of their duties. There are three main categories of confidential information that IVREF employees will encounter:

- 1.) VA Confidential Information. – VA is subject to various laws regarding confidentiality, including but not limited to the Privacy Act, the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), the Freedom of Information Act, and 38 U.S.C. 5701, 5705, 7332. VA may only use or disclose Confidential Information consistent with applicable legal authority. Examples of VA Confidential Information include Individually Identifiable Information contained in VA patient files, VA data, VA research and VA employee records including but not limited to licensure and credentialing.
- 2.) Third Party Confidential Information. – Confidential Information obtained from federal or nonfederal sponsors and research collaborators in the context of potential and actual collaborative research and/or education. This information includes, but is not limited to, trade secrets, commercial, financial information, protocols and data.
- 3.) IVREF Confidential Information. – Confidential information of IVREF such as budget, personnel, and information pertaining to internal business operations matter.

**For New Employees** – New employees shall be provided a copy of this policy and shall be required to execute a nondisclosure agreement (see Attachment A for NDA agreement) as part of their orientation process within 15 days of hiring.

**For Existing Employees** – Existing employees who have not executed a nondisclosure agreement shall be provided a copy of this policy and will be required to execute a nondisclosure agreement substantially equivalent to the attached sample template (see attached NDA agreement) within 45 days of the effective date of this policy.

**For VA WOC Employees** – IVREF employees who hold a VA Without Compensation appointments are 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 WOC 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. 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.

**NDA Record Maintenance** – NDAs shall be maintained in the IVREF employee's personnel file.

**Attachment A**  
IDAHO VETERANS RESEARCH AND EDUCATION FOUNDATION  
(IVREF)  
EMPLOYEE NONDISCLOSURE AGREEMENT

FOR GOOD CONSIDERATION, and in consideration of being employed by IVREF (NPC), a nonprofit corporation created under state law of Idaho 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, 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. NPC internal information of a confidential nature, such as budget, personnel, and information related to internal business operations matters, such as:

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

2) The NPC reserves the right to take disciplinary action, up to and including termination, for my violations of this agreement.

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

4) Upon the termination of my employment from the NPC:

5) I shall return to the NPC 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.

6) The NPC 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.

2. NPC 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.

3. This agreement shall be binding upon me, my personal representatives, and any successors in interest, and shall inure to the benefit of the NPC, its successors and assigns.

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

\_\_\_\_\_  
NPC Employee signature

Print Name: