**Confidential Disclosure Agreements**

A Confidentiality Agreement (CDA) is a legal contract between two parties that:

* describes information, knowledge, or materials to be shared between or among the parties; and
* restricts the usage and additional disclosure of the shared information, knowledge, or materials.

A Confidentiality Agreement is commonly signed when the University is considering entering into a business relationship with a third party and where there is a need to understand or evaluate each other’s research data and/or business processes, some of which might be proprietary or otherwise sensitive in nature.

**Important Note**

Researchers are not authorized to negotiate or sign agreements on behalf of the University. When a researcher signs such an agreement, they could be subjected to legal and financial risks.

**Disclosures Relating Non-GVSU Activities**

If confidential information will be disclosed by an outside organization to an Grand Valley faculty member, employee or student for a non-GVSU activity (e.g., summer employment, consulting), and the information is not needed for any on-campus research or instructional activity, then the GVSU faculty member, employee or student may sign a personal CDA specific to that off-campus activity, but should seek the advice of a personal attorney that can represent his or her interests. In this case, only the individual signing the personal CDA may accept the confidential information, and the confidential information should not be stored at GVSU or disclosed to anyone at GVSU. Such activity may not be carried out on campus or using GVSU resources.

Please note that under consulting agreements individuals cannot sign mutual CDAs if it related to research conducted at Grand Valley. Those agreements need to be reviewed and approved by the University

**Processing a CDA**

1. Complete the Confidential Disclosure Agreement Questionnaire.
2. If you will be the recipient of the disclosure, attach the provider’s CDA
   1. It is important for researchers to read the terms of a CDA before forwarding for review. It is the researcher’s responsibility to understand and follow the terms of the agreement and to only use the information for purposes specified.
   2. The CSCE assumes that a researcher who transmits a CDA has read and agrees to conform to those terms, whether or not the researcher’s signature is required on the CDA itself.
3. Send all documents to the Center for Scholarly and Creative Excellence ([researchadmin@gvsu.edu](mailto:researchadmin@gvsu.edu))

|  |  |
| --- | --- |
| **PRINCIPAL INVESTIGATOR INFORMATION** | |
| **PI NAME** | |
| **PHONE** | **EMAIL** |
| **If Contact Person is different than PI,**  **CONTACT NAME:** | **CONTACT PHONE/EMAIL:** |

|  |  |
| --- | --- |
| **CONTACT INFORMATION FOR THE OTHER PARTY** | |
| **CONTACT NAME** | |
| **COMPANY/INSTITUTION NAME:** | **ADDRESS** |
| **CONTACT EMAIL:** | **CONTACT PHONE:** |

|  |
| --- |
| **DISCLOSURE INFORMATION** |
| **BRIEFLY DESCRIBE THE SCOPE OF THE DISCUSSIONS YOU WILL BE CONDUCTING WITH THE OTHER PARTY**  *{In drafting this sentence, please avoid making the description too broad. You do not want to obligate yourself to keeping confidential information that is outside the real purpose of your discussions, thus potentially blocking you from having conversations with other companies about other topics.}*  Is this a mutual disclosure/exchange of information?  YES  NO  If this is a one-way disclosure, please indicate if you are receiving or providing information?  Receiving  Providing  Will you providing or receiving any biological or chemical materials or software during your discussions with the other party?  YES  NO  Is this information related to a disclosed invention or patent?  YES  NO  To the best of your knowledge, is any of the information being disclosed subject to Export Controls?  YES  NO    Do you intend to publish findings or aggregates of information received?  YES  NO  If yes, please describe |

|  |  |  |
| --- | --- | --- |
| **SPECIFY FUNDING SOURCE(S) FOR THE PLANNED EXPERIMENTS USING THIS INFORMATION** | | |
|  | Industry. Please provide Sponsor Name(s) here: |  |
|  | Federal Grant(s). Federal agency: |  |
|  | Non-federal Grant(s). Grantor Name(s): |  |
|  | Gift Funds. Giver Name(s): |  |
|  | Other. Please describe: |  |

|  |
| --- |
| **THIRD PARTY COMMITMENTS** |
| Please identify any existing commitments made to third parties regarding the information being disclosed and the transfer of data which are not already described above: |

**Please submit:**

* this form,
* the Provider’s CDA, if they sent one to you,
* and any correspondence you received from the Provider regarding their CDA to [researchadmin@gvsu.edu](mailto:researchadmin@gvsu.edu).

If the CDA is acceptable, GVSU Authorized Organization Representative will sign and send it to the Provider. If not, GVSU will negotiate the CDA terms with the Provider. Once the CDA has been signed by all parties, a copy will be sent to the PI as a record of the transaction and to refer to throughout the research project.