

NON-DISCLOSURE AGREEMENT FOR INTELLIGENT VIDEO SOLUTIONS VALT SYSTEM

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of _____/_____/_____ [Date], by and between the Center for Clinical Services ("CCS"), a unit of Montclair State University, with its principal place of business at 147 Clove Road, Little Falls, NJ 07424, and _____ [Name] ("Recipient").

1. Purpose

The purpose of this Agreement is to protect the confidentiality of video data related to the Intelligent Video Solutions VALT System ("IVS VALT System") provided by CCS, which may be disclosed to or accessed by the Recipient in the context of clinical, research, and academic activities.

2. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" specifically includes:

- Video data collected, processed, or associated with the IVS VALT System, including recordings, images, and related content.
- Any other proprietary or sensitive video data disclosed by CCS that is designated as confidential or should reasonably be understood as confidential given the context of its disclosure.

3. Confidentiality Obligations

The Recipient agrees to the following obligations concerning Confidential Information:

- a) Permitted Use:** The Recipient shall use video data solely for the purpose of conducting authorized clinical, research, and academic activities as explicitly permitted by CCS. The Recipient agrees not to use the video data for any other purposes or to access more data than necessary for their specific responsibilities.

- b) Non-Disclosure:** The Recipient shall not disclose video data to any third party without prior written consent from CCS. The Recipient must ensure that video data is only shared with individuals who have a legitimate need to know and are bound by similar confidentiality obligations.
- c) Handling and Security:** The Recipient shall handle all video data with the highest level of care to prevent unauthorized access, use, or disclosure. This includes ensuring that video data remains within designated areas and is not copied, downloaded, removed, or mishandled.
- d) Electronic Communications:** The Recipient shall avoid using email or other electronic means to transmit video data. When such communications are necessary, they must be conducted using secure methods and only if explicitly authorized by CCS.
- e) Disposal of Information:** Upon termination of the Recipient's engagement with CCS or upon request by CCS, the Recipient shall promptly return or securely destroy all video data in their possession and provide written certification of such return or destruction.
- f) Regulatory Compliance:** The Recipient agrees to comply with all applicable laws and regulations governing the use, protection, and confidentiality of video data, including data protection, privacy, and research ethics laws.
- g) External Sharing:** The Recipient shall not share video data with any external collaborators, third parties, or entities under any circumstances. This includes prohibiting the disclosure of video data to individuals or organizations outside of CCS. Any request for external sharing must be denied, and no video data shall be transmitted, provided, or made accessible to anyone outside of CCS without explicit, written authorization from CCS. The Recipient must ensure that all video data remains strictly within the internal controls of CCS.
- h) Security Measures:** The Recipient shall implement and maintain appropriate security measures to protect video data, including safeguarding any passwords, access codes, or other security credentials. Any known or suspected breaches of security or unauthorized access must be reported to Montclair State University's Privacy Officer immediately.

4. Ownership and Return of Confidential Information

All video data remains the property of CCS. Upon termination of the Recipient's engagement with CCS, or upon CCS's request, the Recipient shall promptly return or securely destroy all video data in their possession and certify in writing that such data has been returned or destroyed.

5. Enforcement and Remedies

The Recipient acknowledges that any breach of this Agreement could result in significant harm to CCS and may lead to disciplinary action, including revocation of access to the IVS VALT System, as well as termination of employment or academic dismissal. Additionally, the Recipient may be held liable for any unauthorized use or disclosure of video data under applicable civil and criminal laws.

6. Acknowledgment

The Recipient acknowledges that they have read, understood, and agree to comply with the terms of this Non-Disclosure Agreement. This Agreement is effective during the Recipient's engagement with CCS and shall remain in effect for as long as the Confidential Information remains confidential.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the date first above written.

[Recipient's Signature]

[Recipient's Title/Position]

[Recipient's Department/Program/Course]

Ashley Allison

Montclair State University Center for Clinical Services
Ashley Allison
Senior Operations Manager