

VIRGINIA DEPARTMENT OF JUVENILE JUSTICE
Confidentiality Agreement

I _____ (Receiving Party) hereby enter into this Confidentiality Agreement with the Virginia Department of Juvenile Justice (Department) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. I understand that I may learn or have access to Confidential Information and agree to protect Confidential Information against unauthorized access or disclosure.

1. **Definition of Confidential Information.** For the purpose of the Confidentiality Agreement, Confidential Information shall include but is not limited to the offense, social, medical, psychiatric, and psychological reports and records of individuals, whether identifiable or non-identifiable, who are or have been (i) before the court, (ii) under supervision, or (iii) receiving services from a court service unit or who are or have been committed to the Department. (See § 16.1-300 of the *Code of Virginia*.) Confidential Information also specifically includes arrest information the Department receives from other agencies for the purposes of evaluating recidivism of Department-served populations.

2. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is:
 - (a) Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; or
 - (b) Learned by the Receiving Party through legitimate means other than from the Department or the Department's representatives.

3. **Obligations of Receiving Party.** Receiving Party shall:
 - (a) Adhere to all federal and state laws and regulations regarding Confidential Information;
 - (b) Use the Confidential Information only for the purpose of fulfilling the goals of the proposed research project;
 - (c) Hold and maintain the Confidential Information in strictest confidence;
 - (d) Agree to store all data on a password-protected computer or in a secure location (e.g., locked file cabinet or drawer);
 - (e) Require any employee or any other individual associated with this project that has or potentially could have access to the Confidential Information sign a confidentiality agreement;
 - (f) Agree to destroy or return to the Department all Confidential Information or data within ten days of any request by the Department;
 - (g) Agree not to publish, copy, or otherwise disclose to others, or permit the use by others any Confidential Information (however, this does not preclude publication of aggregate data with prior permission of the Department);
 - (h) Agree to refer any person requesting access to Confidential Information to the Department;

- (i) Agree not to publish, disclose, or associate the Department's name with any publications arising from information received from the Department without the express written permission of the Director of the Department; and
- (j) Agree that any publication, presentation, or disclosure of information received from the Department will present the results or findings in aggregate form.

4. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of the Confidentiality Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information is destroyed.

This Confidentiality Agreement and the Receiving Party's obligations shall be binding on the representatives, assigns, and successors for the Receiving Party.

Study Name: _____

Name Printed: _____

Signature: _____

Date: _____