

# Stella Maris Environmental Research



## Privacy Agreement

This privacy Agreement states the terms and conditions that govern the contractual agreement between *Stella Maris Environmental Research (SMER)* having its principal place of business at within Brevard County Florida, and the Client/Volunteer who agrees to be bound by this Agreement.

WHEREAS, *Stella Maris Environmental Research* Volunteers/ employees agree to the privacy terms said below:

### Term

1. This Agreement shall begin on the date signed with no end date.

Logo, Trademark and photographic and video graphic imagery.

2. I agree that *Stella Maris Environmental Research* will hold all intellectual property rights in any works created or obtained during any event or rescue, or any kind of activity, or that involves SMER and its volunteers or equipment. This includes, but is not limited to, copyright and trademark rights.

### Confidentiality

3. I shall not disclose to any third party any details regarding the Client, Donors, Volunteers or any other names, phone numbers, information or business. This includes News Reporters. I will not share any corporation details of operations with any other party.

### Privacy

4. After leaving Stella Maris Environmental Research, I will not, directly or indirectly, solicit or attempt to solicit any business or attempt to obtain services from the Company's clients or contacts which were obtained while working with SMER, including News Reporters and Personnel from other agencies, which would or attempt to compromise SMER operations in any way, shape or form.

### Applicable Law

5. This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Florida and subject to the exclusive jurisdiction of the County and State Courts located in Brevard County, Florida.

### Florida State Statute:

Theft, Robbery and related Crimes

812.081 Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty.—

(1) As used in this section, the term:

(a) “Article” means any object, device, machine, material, substance, or composition of matter, or any mixture or copy thereof, whether in whole or in part, including any complete or partial writing, record, recording, drawing, sample, specimen, prototype model, photograph, microorganism, blueprint, map, or copy thereof.

(b) “Representing” means completely or partially describing, depicting, embodying, containing, constituting, reflecting, or recording.

(c) “Trade secret” means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;
2. Of value;
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it

when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

(d) “Copy” means any facsimile, replica, photograph, or other reproduction in whole or in part of an article and any note, drawing, or sketch made of or from an article or part or portion thereof.

(2) Any person who, with intent to deprive or withhold from the owner thereof the control of a trade secret, or with an intent to appropriate a trade secret to his or her own use or to the use of another, steals or embezzles an article representing a trade secret or without authority makes or causes to be made a copy of an article representing a trade secret commits a felony of the third degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

IN WITNESS WHEREOF, the Parties have executed this Agreement, by its duly authorized officer, as of the day and year set forth below.

Volunteer/Employee

\_\_\_\_\_  
[First name]      [Last name]                      [Title]    [Date]

Stella Maris Authorized Officer Witness

\_\_\_\_\_  
[First name]      [Last name]                      [Title]    [Date]