

APPENDIX I - NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

I, _____*{insert name}*_____, the _____*{insert title}*_____ with _____*{insert name of company}*_____ am a vendor contracting with the Washington State Department of Transportation (WSDOT) pursuant to _____*{insert title of Contract and date}*_____ (Contract). Under the Contract I am performing work in connection with the Automated Speed Enforcement in Work Zones Pilot Project (Project). I acknowledge that some of the material and information that may come into its possession or knowledge in connection with the Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. By signing below, I agree that, except as otherwise provided by law:

I will maintain the confidentiality of all Confidential Information I gain access to as a result of my participation in the Project. For the purposes of this Confidentiality and Nondisclosure Agreement (Agreement), the term “**Confidential Information**” shall include, but is not limited to, proprietary information exempt from disclosure under the Washington State Public Records Act (chapter 42.56 RCW), trade secrets as defined in RCW 19.108.010(4), and information that is otherwise subject to protection from misappropriation or disclosure. I understand that Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or motor vehicle license plate numbers, or information identifiable to an individual that relates to any of these types of information.

I will hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without WSDOT’s express written consent or as provided by law.

I specifically agree I will not disclose any such Confidential Information to employees of my company or any other vendor/contractor employees who have not signed a Confidentiality and Nondisclosure Agreement in substantially the same form as this Agreement.

I will take all reasonable precautions to prevent the unauthorized disclosure and use of such Confidential Information, and will immediately report any such unauthorized disclosure to the WSDOT Project Manager, as identified in the Contract. I agree that the Confidential Information shall not be used for private gain by myself or another person, particularly one with whom I have family, business, or financial ties.

I will follow WSDOT guidelines on storage and release of the Confidential Information and maintain security and control over all Confidential Information in my custody during the life of the Contract. Immediately upon expiration or termination of the Contract, I will, at WSDOT’s option: (i) return all Confidential Information to WSDOT or (ii) take whatever other steps WSDOT requires to protect the Confidential Information.

I will maintain a log documenting the following: the Confidential Information received in the performance of this Contract; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. I understand that such records shall be subject to inspection, review or audit as provided in the Contract.

I understand that WSDOT may monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by my company through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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I understand that Violation of this section by Vendor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

Signed _____

Date _____

Printed Name and Title _____