Washington State
Department of Transportation

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CONFIDENTIALITY, NONDISCLOSURE & INFORMATION-SHARING AGREEMENT FOR MULTIPLE ASSETS

As a condition of receiving or reviewing the critical, security sensitive bridge, tunnel or other infrastructure data described in the attached Exhibit A, I hereby agree to be bound by the terms of this Confidentiality, Nondisclosure & Information-Sharing Agreement ("Agreement") as attested to by my signature below. The Washington State Department of Transportation has prepared Asset Vulnerability Assessment documents. These documents are exempt from public disclosure under several provisions of the Public Disclosure Act, including but not limited to, RCW 42.56.420.

RCW 42.56.420 exempts from disclosure the following information relating to security:

(1) Those portions of records assembled, prepared, or maintained to prevent, mitigate, or respond to criminal terrorist acts, which are acts that significantly disrupt the conduct of government or of the general civilian population of the state or the United States and that manifest an extreme indifference to human life, the public disclosure of which would have a substantial likelihood of threatening public safety, consisting of:

(a) Specific and unique vulnerability assessments or specific and unique response or deployment plans, including compiled underlying data collected in preparation of or essential to the assessments, or to the response or deployment plans;

By accepting any plans specific to the assets included in the "WSDOT Asset Vulnerability Assessment", I agree, to the extent allowed by applicable federal and state law,

(1) not to disclose the document to any individual or entity except the agency staff members responsible for review and/or approval of the document;

(2) to obtain written approval of the WSDOT Emergency Management/Security Program Manager at 360-705-7973 prior to the release or copying of such information to persons other than the staff members identified in (1) above; and

(3) to take reasonable steps to secure the document in a locked file cabinet, safe, or other similar safeguard measure.

With respect to critical infrastructure information, and confidential security information regarding that information that is developed or shared at, by or through the WSDOT I agree as follows:

1. To treat all such information as confidential;

2. To use such information only to the extent necessary to perform duties;

3. To not remove, alter or conceal markings that reflect handling instructions or the sensitivity of such information;

4. To further disclose such information only as authorized by the WSDOT or document handling instructions, as required by any applicable state or federal law requiring public disclosure, or as ordered by a court of competent jurisdiction;

5. To refrain from unauthorized disclosure of such information;

6. To take all steps necessary to further protect such information from unauthorized use, reproduction, and disclosure in accordance with this Agreement and the laws, regulations and directives applicable to critical infrastructure information; and, at a minimum, to protect such information to the same extent and manner I would use to protect my most valuable or proprietary information;

7. To promptly report any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation of which I have knowledge, whether personally involved or not, to the Washington State Department of Transportation Security Operations Manager;

8. That if I violate the terms and conditions of this Agreement, such violation may result in the termination of my participation in or access to further activities or information; and may serve as the basis for injured parties to receive reparations for damages from me in a court of law; and

9. That the WSDOT, its employees, and the State of Washington, may seek to enforce this Agreement in a court of law, seeking any available remedy including but not limited to an application for a court order prohibiting disclosure of this information.

10. When I end my association with and/or involvement with the WSDOT, I freely acknowledge that I am still bound by the terms and conditions of this Agreement.

I make this Agreement in good faith, without mental reservation or purpose of evasion.

TYPE OR PRINT NAME	SIGNATURE	DATE