



NON-DISCLOSURE AGREEMENT

BY THIS AGREEMENT, made and entered into on date of execution between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the "Department" and Vendor Name, of Vendor address duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

WITNESSETH

WHEREAS, Vendor is under engagement by Department in connection with: Contract No. XXXXX, the Work Program Integration Initiative; and

WHEREAS, it is in the interests of all parties that discussions and information or data exchanged be carried on in a controlled environment, and that confidential or proprietary information or data (all hereinafter referred to just as "confidential information") developed by the parties, or accessed from other sources by virtue of Department having access to such sources, or the ability to arrange access to such sources for Vendor or Vendor's employees or agents, be protected from further disclosure unless Department approves of its release, and that any confidential information be protected from disclosure to third parties, other than on a need-to-know basis;

NOW, THEREFORE, for and in consideration of the engagement of Vendor to perform services for Department, Vendor agrees to the following:

1. All information or data (oral, visual or written, including electronic) of which Vendor and/or its employees or agents become aware as a result of Vendor's engagement with Department shall be deemed to be confidential information. Notwithstanding the foregoing, information or data which falls into any of the following categories shall not be considered confidential information:
 - A. information or data that is previously rightfully known to the receiving party without restriction on disclosure;
 - B. information or data that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain; and
 - C. information or data that is independently developed by Vendor and/or its employees or agents without use of confidential information of Department.

2. Except as specifically permitted in this Non-Disclosure Agreement or by Department, Vendor and/or its employees or agents shall not, at any time, in any fashion, form, or manner, either directly, indirectly or accidentally, divulge, disclose, communicate or use, either prior to, during or subsequent to any engagement, any confidential information or methods of accessing information or data received, obtained, acquired, directly, indirectly



or accidentally, or developed in association with any engagement unless necessary to effectuate the purposes of the engagement.

3. Vendor agrees that any confidential information received from Department, or accessed from other sources by virtue of Department having access to such sources, or the ability to arrange access to such sources for Vendor or Vendor's employees or agents, shall be provided only to those designated staff of Department and Vendor on a pre-approved and need-to-know basis, and that it shall be provided to only those of its employees or agents who have signed a non-disclosure agreement provided or approved by Department. Vendor agrees that when access to such information or data also results in access to confidential information beyond that which is necessary for the purpose for which access was granted, it will access only the information or data needed for the purpose for which access was given. Vendor shall take all reasonable steps to inform such employees or agents of their non-disclosure responsibilities with respect to Vendor's engagement by Department. When such employees or agents no longer have a need for access to such confidential information, whether because of termination of employment, reassignment of job duties or otherwise, Vendor shall ensure that the access of such employees or agents to such confidential information is terminated, unless access is needed for other engagements for which Vendor, and such employees or agents, have been granted access and have signed Non-Disclosure Agreements.
4. Vendor acknowledges and agrees that it, and its employees, agents, and Subvendors are bound by applicable State and Federal laws governing confidentiality and/or privacy of information, which may include but which are not limited to:
 - A. The Vendor shall not divulge to third parties any confidential information obtained by the Vendor or its agents, distributors, resellers, Subvendors, officers or employees in the course of performing work associated with the referenced engagement, including, but not limited to, Chapter 60GG-2, Florida Administrative Code (F.A.C.), security procedures, business operations information, or commercial proprietary information in the possession of the state and/or the Department.
 - B. No state data or information will be transmitted to, stored in, processed in, or shipped to offshore locations or out of the United States of America, regardless of method, except as required by law. Examples of these methods include (but are not limited to): FTP transfer, DVD, tape, or drive shipping; regardless of level of encryption employed. Access to State Data shall only be available to approved and authorized staff, including remote/offshore personnel, that have a legitimate business need.

5. Vendor agrees to immediately notify Department of any request for information or data concerning or related to Department business that does not come from an individual involved in the project.
6. Vendor agrees not to issue any press releases, give or make any presentations, or give to any print, electronic or other news media information regarding its engagement without the advance approval of Department.
7. Vendor agrees that all confidential information in its possession as a result of the engagement is at all times the sole property of Department, and that Vendor will turn over to Department all reports, notes, memoranda, notebooks, drawings, and other information or data developed, received, compiled by or delivered to Vendor and/or its employees or agents relating to any engagement for services, regardless of the source of said information or data, upon termination of any engagement. Vendor agrees to return or, with the consent of Department, destroy all confidential information at the conclusion of the engagement or at an earlier date set forth by Department. Destruction includes the complete purging of all confidential information from all computers and back-up media storage, in a manner that meets media disposal standards promulgated by the State of Florida. Vendor shall certify in writing that it has complied with the obligations set forth in this section.
8. Vendor and/or its employees or agents shall not attach or load any additional hardware or software to Department or State equipment unless authorized by Department, and will use only those access rights and will access only those systems, directories, information or data authorized for its/his/her use by Department. All requests for access must be communicated to Department's Information Security Officer or his/her designee.
9. Vendor agrees to take no actions which intrude upon, disrupt, or deny services to Department, unless prior authorized and in such a manner as directed by Department's Systems Administrator or his/her designee.
10. In addition to the consent of Department required in paragraph VIII and IX, the prior written consent of the Department's Information Security Officer or his/her designee shall be required for such actions taken with respect to any statewide system or database.
11. Vendor agrees to transmit confidential information, including client data, to Department only through the use of secure methods as designated by Department for such purposes.
12. Vendor agrees:
 - A. to use the confidential information furnished under this Agreement only for the purposes described in the engagement and herein; and
 - B. to retain such confidential information only so long as may be necessary to effectuate the purposes of the engagement.



- 13. Vendor agrees to store confidential information received in secure, locked containers. Where data is stored on a computer or other electronic media, Vendor must have an appropriate computer security policy that protects confidential information from unauthorized disclosure. The computer security policy must include provisions that address the physical security of computer resources; equipment security to protect equipment from theft and unauthorized use; software and data security; and access control. Any access to the stored data, wherever or however stored, must be limited to personnel who have an official business need, and who have signed a Non-Disclosure Agreement substantially similar to that signed by Vendor’s other employees or agents who have access to the stored data. Responsibility for computer security must be assigned to a specific individual or organization, and the assignment must be documented.
- 14. Vendor agrees that if it and/or its employees or agents breaches or threatens to breach this Agreement, in addition to having any engagement terminated, Department shall have all equitable and legal rights (including the right to obtain injunctive relief) to prevent such breach and/or to be fully compensated (including reasonable attorneys’ fees) for losses or damages resulting from such breach. Vendor acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the confidential information as defined in this Agreement. Vendor further understands and agrees that the terms of this Non-Disclosure Agreement shall survive any term of the engagement, and Vendor will abide by the terms of this Non-Disclosure Agreement in perpetuity.
- 15. Vendor shall indemnify and hold harmless Department and the applicable as well as the State of Florida from any and all claims, suits, damages, and costs of any kind including attorney fees, and causes of action arising out of or in any way related to the terms of Vendor’s engagement, including but not limited to unauthorized disclosure of any confidential information received hereunder.
- 16. Vendor agrees that it shall not assign or subcontract its obligations under this Agreement.

IN WITNESS WHEREOF, Vendor has signed this Non-Disclosure Agreement as of the date set forth below.

By: _____

Title: _____

Date: _____

