

Form Word:8068-1a - GDOT Non Disclosure / Confidentiality Agreement

Section:Network Security

Office/Department: o2oDivInformation Technology

Reports To: oCOMSR Depty Commissioner

Contact: 404-631-1000

Georgia Department of Transportation, an agency of the State of Georgia (“GDOT”) develops, operates, maintains or has access to, data, applications and systems that contain Sensitive Information that is vital to the services and responsibilities of state government. The safeguarding of this information from unauthorized use or disclosure is a responsibility of vital importance to GDOT.

This Agreement establishes and documents the person, identified on the signature page of this Agreement, will have access to such Sensitive Information (the “Recipient”) and documents the protection and safeguarding of sensitive data and/or information which is vital to GDOT or its government customers while performing work on systems, applications, proposals, bids, contracts, projects, or research and development tasks. This Agreement is in addition to any other agreement between Recipient and GDOT, or Recipient’s employer and GDOT, and is not intended to alter those agreements.

GDOT has determined that Recipient will have access to data that may include Sensitive Information or may be assigned to a sensitive project or a position of trust, and Recipient has agreed to accept and perform such responsibilities and have access to such information. Therefore, in consideration of, and as a condition of Recipient’s work on GDOT and/or other Georgia government systems, applications, proposals, bids, contracts, projects, or research and development tasks, Recipient agrees as follows:

Section I. Definitions:

- 1.1 *"Sensitive Information"* means any data or information that: (a) GDOT or any of its government customers maintains or has access to that is not subject to disclosure under Georgia law, including but not limited to the Georgia Open Records Act; or (b) any information that GDOT or any of its government customers considers confidential, sensitive or classified. Sensitive Information may include Personal Data.
- 1.2 *"Nondisclosure Period"* means the period beginning on the date of this Agreement and surviving the termination of the Recipient's engagement or employment with GDOT, until such time that such Sensitive Information is or becomes (through no improper action or inaction by Recipient) considered to be non-sensitive information by the GDOT or its government customer.
- 1.3 *"Personal Data"* means any information that is not subject to disclosure under Georgia law including, but not limited to the Georgia Open Records Act, that is related to any identified or identifiable natural or legal person, including but not limited to government employees; and any other additional data deemed as personal data under any applicable federal personal data protection laws.
- 1.4 *"Project Assignment"* means any involvement in a government project, including but not limited to meetings, debriefings, bid and proposal preparation, contract negotiations, project performance, and project closeout.
- 1.5 *"Project"* means a government contract, order, assignment or task that is considered confidential, sensitive or classified or the subject of national security.

- 1.6 “*Stored Communication Act (SCA) of 1986*” (18 U.S.C. 2701-12). The SCA makes it an offense for a person or entity to intentionally access without authorization a facility that provides electronic communications service. It is also illegal to intentionally exceed an authorization to access such a facility; and thereby obtains an electronic communication while it is in electronic storage in such system. However, it does not apply to an electronic communication that is readily accessible to the general public.

Section II. Sensitive Information:

- 2.1 During the Nondisclosure Period, Recipient will hold in confidence all Sensitive Information that comes into Recipient's knowledge during his or her Project Assignment and will not disclose, publish or make use of such Sensitive Information, directly or indirectly, on behalf of Recipient or on behalf of any other person or entity, without the prior written consent of GDOT and/or GDOT's government customer that is the custodian of the Sensitive Information.
- 2.2 Recipient acknowledges that during the course of his or her engagement or employment with GDOT, Recipient shall not store, save or transfer any government data or Sensitive Information to any personal computer equipment or storage device belonging to Recipient or to any third party not authorized to receive such Sensitive Information in writing by GDOT and/or GDOT's government customer that is the custodian of the Sensitive Information.
- 2.3 Upon GDOT's request and, in any event, upon exiting a Project Assignment, termination of a Project, or the termination of Recipient's engagement or employment with GDOT, Recipient shall deliver to GDOT all memoranda, notes, records, manuals or other documents (including, but not limited to, written instruments, voice or data recordings, or computer tapes, disks or files of any nature, whether electronic or hard copy), including all copies of such materials and all documentation prepared or produced in connection with a Project that pertain to Sensitive Information, whether made or compiled by Recipient or furnished to Recipient by virtue of his or her involvement in with a Project.
- 2.4 The restrictions stated in paragraphs 2.1, 2.2 and 2.3 are in addition to and not in lieu of protections afforded to trade secrets and Sensitive Information under applicable federal or state law. Nothing in this Agreement is intended to or shall be interpreted as diminishing or otherwise limiting the GDOT's rights under applicable law to protect state secrets, trade secrets or Sensitive Information.

Section III. Reasonable and Necessary Restrictions:

- 3.1 Recipient acknowledges that the restrictions, prohibitions and other provisions in this Agreement are reasonable, fair, and equitable in scope, terms, and duration; are necessary to protect the legitimate business interests of GDOT and those of GDOT's customers.
- 3.2 Recipient acknowledges that unauthorized disclosure of Sensitive Information may subject Recipient to dismissal from the Project Assignment, or may cause for termination of this and any other Agreement and for revocation of the Recipient's access to the sensitive information.

Section IV. Business Practices:

- 4.1 By signing this Agreement Recipient agrees to abide by GDOT's Information Security Policies and with GDOT's internal policies regarding the protection and dissemination of Sensitive Information, whether in written, oral or electronic form. Recipient agrees to promptly report to the appropriate GDOT official, in accordance with GDOT's policies, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation, the Recipient has knowledge of and whether or not Recipient is personally involved. Recipient understands that anonymity will be kept to the extent possible when reporting security violations. Recipient is expressly prohibited from:
- (a) disclosing password or access information to Sensitive Information associated with a Project with any party who does not have involvement in the Project AND a "need to know";
 - (b) maintaining any Sensitive Information after having exited the Project or after termination of engagement or employment with GDOT; or
 - (c) disclosing or providing Sensitive Information, whether written, oral or electronic, to any party who is not a GDOT employee or contractor directly involved in the Project or the GDOT government customer who is the custodian of the Sensitive Information.
- 4.2 Recipient understands and agrees that GDOT will provide Project Sensitive Information on a need to know basis, in full or in part. Upon Recipient's exiting a Project or termination of Recipient's engagement with GDOT, Recipient agrees to any debriefing interview that may be required by the Project manager or GDOT business steward or security officer.

Section V. Severability:

In the event that a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable in any circumstances, the remainder of this Agreement, and the application of such provision in any other circumstances, shall not be affected thereby. In such event, the affected provision will be deemed modified to the extent necessary to render such provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent of the parties.

Section VI. Governing Law:

This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Georgia, without application of conflicts of laws principles.

Section VII. Amendment; Waiver:

No amendment, modification, or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by each of the parties hereto. Any waiver by any party or consent by any party to any breach of or any variation from any provision of this Agreement shall be valid only if in writing and only in the specific instance in which it is given, and such waiver or consent shall not be construed as a waiver of any subsequent breach or any other provision or as consent with respect to any similar instance or circumstance.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the earliest date written below.

BUSINESS PARTNER RECIPIENT

Date: _____

By: _____

Signature

Print Name

Institution/Business Name

GDOT BUSINESS CONTACT

Date: _____

By: _____

Signature

Print Name

GDOT Office Name

References:

Click here to enter Policy references, if any.

History:

annual review: 04/26/19;

added to Publications: 11/01/12

Reviewed: 4/26/2019