

ATTACHMENT ____ - CONFIDENTIALITY STATEMENT

The undersigned acknowledges and agrees that the contents of any personal, technical, and other data and information relating to the CAC's operations are made available to the Contractor in carrying out this Agreement, or that become available to the Contractor in carrying out this Agreement, are confidential and shall be protected by the Contractor from unauthorized use or disclosure, as described in this Agreement. In providing that protection, Contractor shall comply with this Agreement and any other procedural requirements of the State that are provided in writing to the Contractor. In that regard, the undersigned acknowledges and agrees to all of the following:

1. Confidentiality of Data

All financial, statistical, personal, technical, or other data and information relative to the CAC's operations, which is designated confidential by the CAC and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure. The Contractor shall implement appropriate measures designed to ensure the confidentiality and security of all data and information designated confidential by the CAC, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the CAC, or an individual identified within the data.

The Contractor shall protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates.

The Contractor agrees to store all CAC data, including backup data as part of its backup and recovery processes, in encrypted form, using no less than 128 bit key.

Permission to disclose information on one occasion or during a public hearing held by the CAC relating to this Agreement shall not authorize the Contractor to disclose further such information or disseminate the same on any other occasion.

The Contractor shall not comment publicly to the press or any other media regarding this Agreement or the CAC's actions on the same, except to the CAC's staff, Contractor's own personnel, including subcontractors, affiliates, and vendors, involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.

The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Agreement without prior review of the contents thereof by the CAC and receipt of the CAC's written permission.

The Contractor acknowledges that all work products and records, documents, or information used in developing the work products, as well as all work products themselves, remain the sole property of the CAC and may not be used by the Contractor for any purposes outside of the scope of this Agreement without the prior written consent of the CAC.

The CAC may reasonably request that the Contractor protect the confidentiality of certain data in a specified manner to ensure that confidentiality is maintained. The Contractor has the right to reasonably decline the CAC's request. In the event that such a request requires the CAC to take steps beyond those otherwise required in order for the Contractor to comply, the Contractor shall notify the CAC as to the cost of compliance, and the CAC may thereafter, in its sole discretion, direct the Contractor to take such steps.

Upon the expiration or earlier termination of this Agreement, Contractor shall (a) destroy all forms of Confidential Information of the CAC, including any and all copies thereof, and those portions of any documents, memoranda, notes, studies and analyses prepared by the Contractor that contain, incorporate or are derived from such Confidential Information and provide written certification of such destruction to the CAC in a form reasonably acceptable to the CAC, provided that the Contractor have the right to retain one copy of any such Confidential Information for archival purposes, provided such copy shall continue to be maintained on a confidential basis subject to the terms of this Agreement, and (b) Immediately cease use of such Confidential Information as well as any information or materials that contain, incorporate, or are derived from such Confidential Information. This provision may be waived at the CAC's sole discretion.

The confidentiality obligations shall survive termination of this Agreement with the Contractor for a period of thirty-five (35) years, or for so long as the information remains confidential, whichever is longer, and will inure to the benefit of the CAC and its successors and assigns.

Any subcontract/sub-agreement entered into as a result of this Agreement shall contain the exact text of all of the provisions of this Confidentiality of Data clause, regardless of dollar amount of the subcontract/sub-agreement.

2. Confidentiality Clause

The terms and conditions of this Agreement and the Work described herein, including communication with third parties, are to be held confidential between the Parties to this Agreement and shall not be disclosed to anyone else, except as shall be necessary to effectuate Agreement terms or comply with State or federal law. Any disclosure in violation of this section shall be deemed a material breach of this Agreement.

The Contractor agrees to hold Confidential Information in confidence in accordance with the terms of this Agreement and agrees to use Confidential Information solely in accordance with the terms of this Agreement. "Confidential Information" shall include all

the Contractor directly or indirectly, through any means of communication by the CAC or any of its consultants, affiliates, or representatives of the Contractor.

non-public business-related information, written or oral, disclosed or made available to The Contractor agrees to include all provisions of the Confidentiality Clause in all subcontracts, regardless of dollar amount of the subcontract, and to enforce the requirements thereof. This provision is intended to inure to the benefit of the CAC and its successors and assigns.

All subsections of this Confidentiality Clause shall survive termination of this Agreement with the Contractor for a period of ten (10) years, or for so long as the information remains confidential, whichever is longer and will inure to the benefit of the CAC and its successors and assigns.

CONFIDENTIALITY ACKNOWLEDGMENT

The undersigned Contractor acknowledges that he/she has been provided with a copy of the Confidentiality Statement between the CAC and Contractor (Agreement) and understands that any records, documents, and information, or any draft or final work product that the undersigned reviews or produces in connection with providing services to the CAC are subject to the terms of the Agreement.

Company/Firm Name

Name of the Signee (Print)

Signature

Date

Title