New York State

Department of Transportation

NON-DISCLOSURE AGREEMENT

Date: /______/ 
With: ____________________  (Hereinafter the "Vendor")

The Vendor acknowledges that during the course of the contract with NYS DOT, there may be Confidential Information disclosed to certain vendor staff consisting of, but not necessarily limited to:

a. Technical information: Methods, processes, formulae, systems, techniques, computer programs and research projects
b. Business information: Vendor lists, customer lists, customer addresses, constituent lists, financial data, strategic plans, or information regarding NYS DOT’s business dealings and relations with other vendors
c. NYSDOT Decision Support System information: Pre-letting, letting and post letting data involving but not limited to all data and code tables, the result of any models, reports and maps of any kind
d. Future Procurements: Any information, specifications or confidential information related to conducting future competitive procurements
e. Any inquiries, reports, investigations of any kind or discussions with agencies external to NYS DOT including but not limited to any state or federal department or agency

This Agreement sets forth the terms and conditions under which the parties will treat Confidential Information:

1. Information Gained: Vendor agrees to treat all information gathered by its staff in the course of its contract with NYS DOT as Confidential Information, unless provided written release from this designation for specified information by authorized NYS DOT staff.

2. Vendor agrees: That all Vendor staff now working for NYS DOT, and all future staff who may be assigned to NYS DOT have or will be instructed i) to protect the Confidential Information from unauthorized use or disclosure with the same degree of care that Vendor uses to protect its own confidential information of a similar nature; (ii) to use the Confidential Information only for the purpose of the projects or assignments they are performing for NYS DOT; (iii) not to reproduce the Confidential Information in any form except as necessary for the Project; (iv) not to disclose the Confidential Information or otherwise permit access thereto except to employees and/or consultants designated by the NYS DOT, with the explicit understanding that this prohibition includes disclosure of Confidential Information by Vendor staff employed by NYS DOT to Vendor sales, marketing, management, and any other Vendor staff not directly employed by NYS DOT. Vendor agrees not to disclose the nature of the work to any third party without prior DOT consent. At the DOT’s request, Vendor will destroy any material received from DOT immediately. All products, whether physical or intellectual, produced in this relationship are DOT property and the vendor has no rights to claim, distribute, or market such any product or related information without prior written consent from DOT Management. Vendor will comply with all DOT security policies, procedures and standards and follow good industry accepted security practices.

3. Exceptions: Confidential Information shall not include information to the extent that it (i) is or becomes, through no act or omission of the vendor or an employee or agent of the vendor,
publicly known by third parties in the same trade or business as the vendor; (H) is lawfully received from a third party having the right to disseminate the information without restriction on disclosure, (iii) is furnished to others by the disclosing party without restriction on disclosure, (iv) is independently developed by the vendor without reference to Confidential Information, or (v) is disclosed by the vendor under proper judicial or governmental process with reasonable prior notice to the other party.

4. **Upon termination of the business relationship:** Vendor agrees to return any material received from NYSDOT to DOT and destroy any copies, whether electronic, paper, or other media within 1 week of agreement termination.

5. **Possible Sanctions:** Violation of this agreement could involve penalties, up to and including, relationship and/or agreement termination, and civil and criminal prosecution in accordance to NYS Law.

Vendor Representative: ___________________________ Vendor: ___________________________
Title: ___________________________ Date: __________

NYSDOT Representative __________________________ Title: __________ Date: __________