# Appendix F Non‐Disclosure Agreement



### City of Camas Information Technology Confidential Information Agreement

This agreement is hereby entered into, by and between City of Camas and

(hereinafter “Service Provider”) on \_.

City of Camas and Service Provider mutually agree to the terms of this Agreement to govern the handling of City of Camas data and information by any employee, subcontractor, agent or other individual affiliated with Service Provider to which he or she may have access during the course of any work done for City of Camas.

If any conflict exists between the terms of this agreement and any prior agreement, the terms of this agreement shall govern.

#### Definitions

“Covered Data and Information” refers to any piece of City of Camas data and information to which any Service Provider may have access to during the course of performing work for City of Camas.

#### Term and Termination

* 1. This Agreement shall take effect upon execution by both parties.
	2. The City may terminate this Agreement in whole or in part whenever the City determines, in its sole discretion, such termination is in the best interest of the City.

#### Acknowledgment of Access to Covered Data and Information

Service Provider acknowledges that this Agreement allows access to Covered Data and Information.

#### Prohibition on Unauthorized Use or Disclosure of Covered Data and Information

Service Provider agrees to hold the Covered Data and Information in strict confidence. Service Provider shall not use, exploit, or disclose, or permit the use, exploitation, or disclosure of any Covered Data and Information that may be accessed except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by City of Camas.

#### Safeguard Standard

Service Provider agrees to protect the Covered Data and Information according to commercially acceptable standards and no less rigorously than it protects its own Covered Data and Information.

Notwithstanding the foregoing, it is the responsibility of the Service Provider to be aware of and abide by any City of Camas Technology Policies that address Covered Data and Information, security practices and procedures, and the appropriate use of City of Camas computer systems.

#### Handling of Covered Data and Information

Service Provider shall not copy Covered Data and Information onto any computer or media without prior authorization by the department head of the City of Camas department responsible for that data. In cases where Covered Data and Information is copied onto any media, electronic, magnetic, optical, print, film or otherwise, such Covered Data and Information will be encrypted and carefully guarded by Service Provider against unauthorized exposure and, once the work has been completed, Service Provider will destroy all copies of Covered Data and Information either through Department of Defense (DoD) 5220.22-M 3-pass data sanitization or physical shredding.

* 1. **Breach.** In addition to the rights of the parties established by any previously or concurrently executed Agreement between City of Camas and Service Provider, if City of Camas reasonably determines in good faith that Service Provider has materially breached any of its obligations under this Agreement, City of Camas, in its sole discretion, shall have the right to:
		1. Exercise any of its rights to reports, access and inspection under this or any other Agreement between City of Camas and Service Provider; and/or
		2. Require Service Provider to submit to a plan of monitoring and reporting, as City of Camas may determine necessary to maintain compliance with this Agreement; and/or
		3. Provide Service Provider with a fifteen (15) day period to cure the breach; and/or
		4. Terminate the Agreement immediately.
	2. Before exercising any of these above described rights, City of Camas shall provide written notice to Service Provider describing the violation and the action it intends to take.
	3. Notwithstanding the above, Service Provider acknowledges that a breach of this Agreement may cause irreparable harm to City of Camas for which a remedy at law would not be adequate. In the event of such a breach or threatened breach, City of Camas shall be entitled to seek appropriate injunctive relief in any court of competent jurisdiction, restraining Service Provider from any such threatened or actual violation of the provisions of this Agreement. This provision does not limit City of Camas’s rights to seek monetary damages in addition to injunctive relief.

#### Subcontractors and Agents

If Service Provider provides any Covered Data and Information which was received from, or created for, City of Camas to a subcontractor or agent, then Service Provider shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Service Provider by this Agreement.

#### Maintenance of the Security of Electronic Information

Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Covered Data and Information received from, or on behalf of, City of Camas.

* 1. In the event a Service Provider employee with access to Covered Data and Information is no longer employed by Service Provider, Service Provider shall immediately reset or change any passwords provided by City of Camas, or to notify City of Camas to reset or change any passwords provided to Service Provider.
	2. City of Camas may reset or change any passwords provided by City of Camas, with or without prior notice to Service Provider.

#### Monitoring

Service Provider understands and acknowledges that City of Camas has the right to conduct and maintain an audit trail of all accesses to Covered Data and Information and that City of Camas may monitor Service Provider’s activity on City of Camas systems at any time without notice.

#### Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information

Service Provider shall report to the City of Camas Information Technology Director and the department head of the City of Camas department responsible for that data any use or disclosure of Covered Data and Information not authorized by this Agreement or in writing by City of Camas, or in the event that Service Provider is required to disclose Covered Data and Information in any legal or regulatory proceeding. Service Provider shall make the report to City of Camas not less than one (1) business day after Service Provider learns of such use or disclosure. Service Provider’s report shall identify:

* 1. The nature of the unauthorized use or disclosure,
	2. The Covered Data and Information used or disclosed,
	3. Who made the unauthorized use or received the unauthorized disclosure,
	4. What Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
	5. What corrective action Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure.

Service Provider shall provide such other information, including a written report, as reasonably requested by City of Camas.

#### Indemnity

The Service Provider shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

#### Survival

The respective rights and obligations of Service Provider under Sections 3 through 11 shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

#### Waiver

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

#### Venue and Choice of Law

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the City of Kittitas. This Agreement shall be governed by the law of the State of Washington.

#### Intellectual Property

Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Covered Data and Information disclosed to Service Provider or in any intellectual property rights related thereto.

#### Successors and Assigns

This Agreement and all of its terms shall be binding upon and shall inure to the benefit of City of Camas and Service Provider and their respective successors and assigns, as may be permitted.

#### Modification

The Agreement may be changed, modified, or amended only in writing signed by both parties.

#### Certification

The undersigned certify that they are authorized to execute this Agreement on behalf of their respective parties.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

#### City of Camas Service Provider

By: By:

Title: Title:

Signature: Signature:

Date: Date: