

Contract VA-210625-CAI

Contractor Non-Disclosure Agreement for Confidential Information

PART A – CONFIDENTIAL INFORMATION REQUIREMENTS

1. I understand that Confidential Information related to any engagement under Contract VA-210625-CAI shall be held in strict confidence.
2. I will not use, disclose, or permit any person to obtain any Confidential Information related to any engagement under Contract VA-210625-CAI.
3. I will use Confidential Information solely to the extent necessary to perform my contractor responsibilities under Contract VA-210625-CAI.
4. I will limit sharing of Confidential Information related to any engagement under Contract VA-210625-CAI to only:
 - (i) Staff specifically identified and authorized by Authorized User; and
 - (ii) Other Subcontractors or Contractors specifically identified and authorized by Authorized User.
5. Upon termination or expiration of my engagement under Contract VA-210625-CAI, or upon the earlier request of Authorized User, I agree to promptly:
 - (i) Return all tangible Confidential Information (and all copies thereof except any record required by law) to Authorized User;
 - (ii) Upon written request from Authorized User, destroy any Confidential Information in my possession or control that I am not legally bound to retain, and provide Authorized User with written certification of the destruction; and
 - (iii) Surrender to Authorized User all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials, and all copies thereof, related to my engagement under Contract VA-210625-CAI or furnished by Authorized User to me, including all materials containing any Confidential Information or Trade Secrets. I understand this is intended to apply to all materials made, compiled, or held by me and all materials furnished to me that pertain to Confidential Information or Trade Secrets.

Additionally, I shall cease all further use of Authorized User's Confidential Information, whether in tangible or intangible form, for as long as the information or data remains Confidential Information.

I understand that my violating this Agreement shall be deemed a breach of Contract VA-210625-CAI and may result in termination of Supplier's Contract, any engagement issued under the Contract to Subcontractor, or both, and may subject Supplier, Subcontractor, and myself to liability.

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BY SIGNING BELOW, I hereby certify that I have provided all required information on this form to the best of my knowledge and agree to this Contractor Non-Disclosure Agreement for Confidential Information in any engagement under Contract VA-210625-CAI. I further certify that I have read and understood this Agreement in its entirety, including the attached Part B, Definitions.

Contractor Name: _____

Signature: _____

Employer Name (i.e., staffing company): _____

E-mail Address: _____

Phone Number: _____

Date: _____

END OF PART A – CONTINUE TO NEXT PAGE, PART B, DEFINITIONS
YOU ARE RESPONSIBLE FOR READING AND UNDERSTANDING THE FOLLOWING
DEFINITIONS
AND HAVE SIGNED THIS AGREEMENT TO THAT EFFECT.

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PART B – DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

Authorized User means the state agency, locality, or other government organization authorized to purchase under Contract VA-210625-CAI.

Confidential Information means non-public proprietary or Trade Secret information of Supplier, Subcontractor, or Authorized User, whether the information is in written, graphic, machine readable or other tangible form, and which at the time of disclosure is either:

- (i) Marked as being “Confidential” or “Proprietary”;
- (ii) Personally Identifiable Information (PII), including information about employees, contractors, and customers, or Sensitive Data, including Protected Health Information (PHI);
- (iii) Information to which Contractor has access in physical facilities or information systems;
- (iv) Work Product and information pertaining to the Work Product;
- (v) Contract Data, software, and systems access codes;
- (vi) Information concerning operations, plans, employees, contractors or third-party suppliers; or
- (vii) Information that is protected by statute or other applicable law.

Confidential Information shall not include information that is:

- (i) In the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- (ii) Obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of Contract VA-210625-CAI;
- (iii) Developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- (iv) Required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

Contractor means the individual signing this Agreement and providing services to Authorized User under Contract VA-210625-CAI.

Subcontractor means the staffing company of record with Supplier for the Contractor’s engagement.

Supplier means Computer Aid, Inc. (CAI).

Trade Secret shall have the same meaning as Code of Virginia Sec. 59.1-336 (Uniform Trade Secrets Act).