

# SECURITY, NONDISCLOSURE, CONFIDENTIALITY AND PRESS RELEASES AGREEMENT

## SECURITY, NONDISCLOSURE, CONFIDENTIALITY AND PRESS RELEASES

The Contractor shall maintain the security, nondisclosure and confidentiality of all information in accordance with the following clauses in performance of its activities under this Agreement.

### **A. SECURITY PROCEDURES:**

Contractor agrees to comply fully with all security procedures of the State in relation to providing services and agrees that its officers, agents, employees and subcontractors shall be required to undergo the same security clearances as are required of the employees of the State. Specifically, each prospective and current employee of Contractor designated to work under this Agreement with the State may be required to submit identifying information and be fingerprinted. The State shall arrange for the scheduling of such fingerprinting activities on State premises. Contractor shall pay the fee prescribed by the Division of Criminal Justice Services for processing such fingerprint card, subject to waiver at the discretion of the State.

### **B. NONDISCLOSURE and CONFIDENTIALITY:**

Except as may be required by applicable law or a court of competent jurisdiction, the Contractor, its officers, agents, employees, and subcontractors shall maintain strict confidence with respect to any Confidential Information to which the Contractor, its officers, agents, employees, and subcontractors have access. This representation shall survive termination of this Agreement. For purposes of this Agreement, all State information of which Contractor, its officers, agents, employees, and subcontractors becomes aware during the course of performing services for the State shall be deemed to be Confidential Information (oral, visual or written). Notwithstanding the foregoing, information which falls into any of the following categories shall not be considered Confidential Information:

- (a) information that is previously rightfully known to the receiving party without restriction on disclosure;
- (b) information that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain; and
- (c) information that is independently developed by Contractor without use of Confidential Information of the State.

Contractor shall hold the State harmless from any loss or damage to the State resulting from the disclosure by the Contractor, its officers, agents, employees, and subcontractors of such confidential information.

**PRESS RELEASES:** Contractor agrees that no brochure, news/media/press release, public announcement, memorandum or other information of any kind regarding this Agreement shall be disseminated in any way to the public, nor shall any presentation be given regarding this Agreement without the prior written approval by the undersigned or the undersigned's designee from the State, which written approval shall not be unreasonably withheld or delayed provided, however, that Contractor shall be authorized to provide copies of this Agreement and answer any questions relating thereto to

any State or Federal regulators or, in connection with its financial activities, to financial institutions for any private or public offering.

**PUBLIC INFORMATION:** Disclosure of items related to this Agreement shall be permitted consistent with the laws of the State of New York and specifically the Freedom of Information Law (FOIL) contained in Section 87 of the Public Officers Law. The State shall take reasonable steps to protect from public disclosure any of the records relating to this procurement that are otherwise exempt from disclosure under that statute. Information constituting trade secrets, for purposes of FOIL, must be clearly marked and identified as such upon submission. If the Contractor intends to seek an exemption from disclosure of these materials under FOIL, the Contractor shall, at the time of submission, request the exemption in writing and provide an explanation of why the disclosure of the identified information would cause substantial injury to the competitive position of the Contractor. Acceptance of the identified information by the State does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to the availability of the identified information will be made in accordance with FOIL at the time a request for such information is received by the State.

\_\_\_\_\_  
Signature:

Date: \_\_\_\_\_