

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

Vendor: _____

Project Title: _____

Date: _____

The Vendor hereby agrees that as part of any preparatory or actual work on the Project, any software or hardware configurations, processes, source code, user interfaces, and data to which it may receive access from the Governor's Office of Employee Relations ("GOER"), shall at all times remain the sole property of GOER, and 1) shall not be viewed, possessed or received by Vendor, its employees, agents, consultants or instrumentalities until this agreement is executed and each employee or other person has signed a copy of this agreement or an agreement similar to this agreement with the consent and approval of GOER, and 2) shall not be disclosed by Vendor, its employees, agents, consultants or instrumentalities to any person or entity, including, but not limited to, or any parent, subsidiary or affiliate of Vendor or its agents, consultants or instrumentalities, which person or entity which has not signed a copy of this agreement or an agreement similar to this agreement with the consent and approval of GOER.

"Preparatory work" as used above shall include, without limitation, any work performed by Vendor preliminary to entering or attempting to enter into a contract or purchase agreement for services with GOER, such as analysis of existing GOER software and hardware systems, preparation of bid and /or quotation documents, testing of software or hardware, and the like.

"Actual project work" as used above shall include, without limitation, any work as described in the paragraph immediately preceding this one which takes place at any time on or after the date on which Vendor and GOER may enter into an purchase agreement or contract for the performance of services (whether or not for compensation) by Vendor for GOER.

Vendor understands and acknowledges that GOER is an agency of the State of New York, and that the information and data to which Vendor may receive access to from GOER may be highly confidential. Vendor further acknowledges that disclosure of any such information to persons not authorized to receive such disclosure could constitute a violation of law and be prejudicial to GOER and others. Vendor agrees, therefore, that no such information and data shall be available to it or taken by it in any form outside of the premises of GOER without the express written agreement of GOER's Chief Information Officer or Information Security Officer.

Pursuant to the Information Security Breach and Notification Act (General Business Law, Section 899-aa and State Technology Law Section 208) GOER is required to disclose without unreasonable delay, any breach of security, unauthorized access, or unauthorized release of personal unencrypted computerized data to any New York State resident or, as required by the New York State Cyber Security Policy, nonresidents when this information was or is reasonably believed to have been acquired without valid authorization. These requirements extend to any vendors doing business with the State of New York who are custodians of information that meets the criteria of the Act. Vendor understands and acknowledges the requirements of this Act.

All information disclosed by GOER to Vendor or acquired by Vendor from, through, or for GOER shall remain confidential and not subject to disclosure by Vendor or anyone acting on its behalf

to any other person. Vendor shall contact GOER whenever any outside request for such information is made.

Upon completion, abrogation, cancellation or termination of the Project or any contract or agreement therefore, Vendor will return all confidential information or material, certify to GOER that all electronic, optical or other copies have been destroyed, and sever all electronic links or access to GOER data and/or systems. GOER understands that access to certain confidential information may be maintained by Vendor after the completion of the Project for purposes of trouble-shooting, but that upon request by GOER, Vendor will sever access to, destroy or return all such information. Vendor understands that in the event of abrogation or cancellation of any contract or agreement, continued retention of confidential information by Vendor is unauthorized and may be unlawful.

This agreement shall take effect immediately upon execution and shall survive the termination, abrogation, cancellation or expiration of any contract or agreement between Vendor and GOER for the Project, as well as the expiration or termination of any pre-contract period not resulting in an actual contract.

By: _____
GOER Administrative Officer

I have read the foregoing Confidentiality and Nondisclosure Agreement, acknowledge that it is binding upon me as an employee or agent of the Vendor named therein, and agree to abide by its terms.

Signature: _____ Date: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On the _____ day of _____, 20__ before me personally came _____ to me known, who being duly sworn, did depose and say that he/she is the person described herein and who executed the above instrument and that he/she acknowledged to me that he/she signed his/her name thereto.

NOTARY PUBLIC

Commission Expires: _____