

Metropolitan Government of Nashville and Davidson County

Confidentiality Agreement

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which the Metropolitan Government of Nashville and Davidson County ("Metropolitan Government") marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

As a Third Party for a department or agency of the Metropolitan Government, you may have access to sensitive information. You are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any Metropolitan Government information may compromise the integrity and security of the Metropolitan Government, violate individual rights of privacy, and/or constitute a criminal act.

Distribution and/or reproduction of any Metropolitan Government information outside the intended and approved use are strictly prohibited. Before permitted disclosure to any of Third Party's agents, employees, or subcontractors, Third Party shall have such person sign Metropolitan Government Confidentiality Agreement. Third Party shall also maintain a list of to whom Metropolitan Government information has been disclosed and shall deliver to the Department, upon request, a copy of such list, specifying the information disclosed, to whom it was disclosed, and the date on which such disclosure occurred.

All Metropolitan Government information is and shall be the sole property of the Metropolitan Government. Upon the request of the Metropolitan Government, Third Party shall return all information in whatever form. Notwithstanding the return of the information, Third Party, its agents, employees, and subcontractors shall continue to be bound by the obligations hereunder.

Third Party acknowledges that Third Party is liable for any breach of this Agreement by Third Party, its agents, employees, or subcontractors, and the Metropolitan Government is authorized and entitled to petition the Court for judgment against Third Party for all of its damages, costs, and expenses in connection therewith, including but not limited to the full cost of any remedial measures the

Metropolitan Government undertakes in response thereto, and including all of its related attorneys' fees and expenses. In the event of any disclosure or threatened disclosure of Metropolitan Government information, the Metropolitan Government is further authorized and entitled to immediately seek and obtain injunctive or other similar relief from the Court against Third Party, including but not limited to emergency and ex parte relief where available. Third Party agrees that any action to enforce this agreement shall be governed by the law of the State of Tennessee and that the venue shall lie in Davidson County.

By signing below Third Party acknowledges that the Confidentiality Agreement has been read and understood and certifies to abide by its terms and honor Third Party's obligation to keep the Metropolitan Government's information confidential.

I acknowledge and agree to the above requirements of the Metropolitan Government.

Name and Title

Signature

Third Party Organization Name

Date