

NON-DISCLOSURE / CONFIDENTIALITY OF SENSITIVE INFORMATION AGREEMENT

ROCKDALE COUNTY GOVERNMENT is a local municipality and instrumentality of the State of Georgia that develops, operates, maintains, or has access to data, applications, and systems that contain sensitive information vital to the services and responsibilities of local and state government.

Safeguarding this information from unauthorized use or disclosure is a responsibility of vital importance to the ROCKDALE COUNTY GOVERNMENT.

This Agreement establishes and documents the person or entity identified on the signature page of this Agreement who will have access to such Sensitive Information (the "Recipient") as to the protection and safeguarding of sensitive data and information vital to ROCKDALE COUNTY GOVERNMENT or its government customers while performing work on systems, applications, proposals, bids, contracts, projects, or research and development tasks. This Agreement is in addition to any other agreement between Recipient and ROCKDALE COUNTY GOVERNMENT and is not intended to alter those agreements.

ROCKDALE COUNTY GOVERNMENT has determined that during Recipient's Day-to-day responsibilities, Recipient will have access to Sensitive Information or may be assigned to a sensitive project or a position of trust, and Recipient has agreed to accept and perform such responsibilities and have access to such information. Therefore, in consideration of, and as a condition of Recipient's work on ROCKDALE COUNTY GOVERNMENT systems, applications, proposals, bids, contracts, projects, or research and development tasks, Recipient agrees as follows:

Section I. Definitions.

1.1 "Sensitive Information" means any data or information received by the Recipient from ROCKDALE COUNTY GOVERNMENT or any of its government customers as part of the Recipient's Project Assignment except for data or information that is subject to disclosure pursuant to laws, regulations, or Court order or process including, but not limited to, the Georgia Open Records Act.

1.2 "Nondisclosure Period" means the period beginning on the date of this Agreement and surviving the termination of the Recipient's engagement or employment with ROCKDALE COUNTY GOVERNMENT until such time that such Sensitive Information is or becomes (through no improper action or inaction by Recipient) considered to be nonsensitive information by the ROCKDALE COUNTY GOVERNMENT or its government customer.

1.3 "Personal Data" means any information that is not subject to disclosure under Georgia law including, but not limited to the Georgia Open Records Act, that is related to any identified or identifiable natural or legal person, including but not limited to government employees, and any other additional data deemed as personal data under any applicable federal personal data protection laws.

1.4 "Project Assignment" means any involvement in a government project, including but not limited to meetings, debriefings, bid and proposal preparation, contract negotiations, project performance, and project closeout.

1.5 "Project" means a government contract, order, assignment, or task considered confidential, sensitive, or classified or the subject of national security.

Section II. Sensitive Information.

2.1 During the Nondisclosure Period, the Recipient will hold in confidence all Sensitive Information that comes into Recipient's knowledge during their Project Assignment and will not disclose, publish, or make use of such Sensitive Information, directly or indirectly, on behalf of the Recipient or behalf of any other person or entity, without the prior written consent of ROCKDALE COUNTY GOVERNMENT customer that is the custodian of the Sensitive Information.

2.2 Recipient acknowledges that during their engagement or employment with ROCKDALE COUNTY GOVERNMENT, Recipient shall not store, save, or transfer any government data or Sensitive Information to any personal computer equipment or storage device belonging to Recipient or to any third party not authorized to receive such Sensitive Information in writing by ROCKDALE COUNTY GOVERNMENT that is the custodian of the Sensitive Information. Transfer and storage methods include but are not limited to external storage devices (USB drives, external hard drives, smartphones, email, file transfer protocol (FTP), or any other mechanism.

2.3 Upon ROCKDALE COUNTY GOVERNMENT's request and, in any event, upon exiting a Project Assignment, termination of a Project, or the termination of Recipient's engagement or employment with ROCKDALE COUNTY GOVERNMENT, Recipient shall deliver to ROCKDALE COUNTY GOVERNMENT all memoranda, notes, records, manuals or other documents (including, but not limited to, written instruments, voice or data recordings, or computer tapes, disks or files of any nature, whether electronic or hard copy), including all copies of such materials and all documentation prepared or produced in connection with a Project that pertains to Sensitive Information, whether made or compiled by Recipient or furnished to Recipient by their involvement with a Project.

2.4 The restrictions stated in paragraphs 2.1, 2.2, and 2.3 are in addition to and not instead of protections afforded to trade secrets and Sensitive Information under applicable federal or state law. Nothing in this Agreement is intended to or shall be interpreted as diminishing or limiting the ROCKDALE COUNTY GOVERNMENT's rights under applicable law to protect state secrets, trade secrets, or Sensitive Information.

Section III. Reasonable and Necessary Restrictions.

3.1 Recipient acknowledges that during its engagement or employment with ROCKDALE COUNTY GOVERNMENT, Recipient has received or may receive access to Sensitive Information regarding government programs that are considered confidential, sensitive,

classified, and the subject of state or national security. Accordingly, Recipient is willing to enter the covenants contained in this Agreement to provide ROCKDALE COUNTY GOVERNMENT with what Recipient considers reasonable protection of its interests.

3.2 Recipient acknowledges that the restrictions, prohibitions, and other provisions in this Agreement are reasonable, fair, and equitable in scope, terms, and duration; are necessary to protect the legitimate business interests of ROCKDALE COUNTY GOVERNMENT and their customers.

3.3 Recipient acknowledges that unauthorized disclosure of Sensitive Information may subject Recipient to dismissal from the Project Assignment and other criminal and civil liability, penalties, or imprisonment.

3.4 Nothing in this Agreement prohibits nor should be construed as prohibiting the Recipient from complying with applicable laws, regulations, or Court orders or processes, including, but not limited to, the Georgia Open Records Act. However, the Recipient shall immediately provide ROCKDALE COUNTY GOVERNMENT with notice if the Recipient receives a request for data or information obtained during the Project Assignment, including, but not limited to, a request under the Georgia Open Records Act, a Court order, or a subpoena.

Section IV. Business Practices.

4.1 By signing this Agreement, Recipient agrees to abide by ROCKDALE COUNTY GOVERNMENT's internal policies regarding the protection and dissemination of Sensitive Information, whether in written, oral or electronic form. Recipient agrees to promptly report to the appropriate ROCKDALE COUNTY GOVERNMENT official, in accordance with ROCKDALE COUNTY GOVERNMENT's policies, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation, the Recipient knows of and whether the Recipient is personally involved. The Recipient understands that anonymity will be kept to the extent possible when reporting security violations.

The Recipient is expressly prohibited from:

- (a) disclosing password or access information to Sensitive Information associated with a Project and/or information/network systems with any party not involved in the Project or Services AND a "need to know."
- (b) maintaining any Sensitive Information after having exited the Project or support or after the termination of engagement or employment with ROCKDALE COUNTY GOVERNMENT; or
- (c) disclosing or providing Sensitive Information, whether written, oral, or electronic, to any party, not a ROCKDALE COUNTY GOVERNMENT employee or contractor directly involved in the Project/Support or the ROCKDALE COUNTY GOVERNMENT customer who is the custodian of the Sensitive Information.

4.2 Recipient understands and agrees that ROCKDALE COUNTY GOVERNMENT will provide Project Sensitive Information on a need-to-know basis, in full or in part.

Upon Recipient exiting a Project or termination of Recipient's engagement with ROCKDALE COUNTY GOVERNMENT, Recipient agrees to any debriefing interview that the Project Manager or ROCKDALE COUNTY GOVERNMENT Chief Information Security Officer or Chief Information Officer may require.

Section V. Severability.

If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable in any circumstances, the remainder of this Agreement, and the application of such provision in any other circumstances, shall not be affected. In such event, the affected provision will be deemed modified to the extent necessary to render such provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent of the parties.

Section VI. Governing Law.

This Agreement, the rights, and obligations of the parties hereto, and any claims or disputes relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Georgia, not including the choice-of-law rules thereof.

Section VII. Amendment; Waiver.

No amendment, modification, or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by each of the parties hereto. Any waiver by any party or consent by any party to any breach of or any variation from any provision of this Agreement shall be valid only if in writing and only in the specific instance in which it is given, and such waiver or consent shall not be construed as a waiver of any subsequent breach or any other provision or as consent with respect to any similar instance or circumstance.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the earliest date written below.

(ROCKDAL COUNTY GOVERNMENT)

RECIPIENT)

By: _____
Signature

By: _____
Signature

Name Print

Name Print

Title

Title

Date: _____

Date: _____

Approved this 9 Day of may

Rockdale County, Georgia
Board of Commissioners



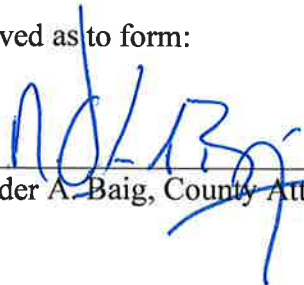
Osborn Nesbitt, Sr., Chairman

ATTEST:



Jennifer O. Rutledge, County Clerk/Executive Director
Government Affairs

Approved as to form:



M. Qader A. Baig, County Attorney