BRIDGE DATA CONFIDENTIALITY AND NON-DISCLOSURE ACKNOWLEDGMENT

In consideration of MnDOT granting access to confidential and non-public data, ____________________________ (“Recipient”) has signed this document, acknowledging its legal obligations with regard to the safe handling and non-disclosure of such data.

PURPOSE. Recipient acknowledges that MnDOT has sensitive non-public data relating to bridge design, construction, maintenance, and security. Recipient requires access to this data to perform work for MnDOT. MnDOT agrees to release this data to Recipient pursuant to the terms and conditions in this Agreement and the Recipient agrees to protect nonpublic data from misuse and unauthorized disclosure.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND SPECIFIC REQUIREMENTS.

As used in this Agreement, the following terms have the meanings as defined:

1.1. Information. The term “Information” means government data relating to bridge design, bridge layout, bridge infrastructure, bridge maintenance, bridge technology (including designs and specifications of components and systems, the composition of matter, methods and processes, and performance data), and security measures employed to protect bridges.

1.2. Disclosure of Information. “Disclosure of Information” means the exchange of Information orally, visually, or written including oral and visual expressions, audio tapes, drawings, prototypes and samples.

1.3. Protected Information. “Protected Information” means Information classified as non-public data or not-public data under the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13), or which is protected from disclosure under an applicable federal law. MnDOT will use Appropriate Markings to notify the Recipient that MnDOT considers the Information to be Protected Information under the terms of this Agreement. Protected Information does not include Information that was available publicly at the time of disclosure and receipt, or subsequently becomes available publicly from a source other than MnDOT; Information that was in the possession of or known by the Recipient prior to the time of the receipt from MnDOT; or Information that is developed at any time by or for the Recipient without using the Protected Information.

1.6. Appropriate Markings. "Appropriate Markings" means any reasonable method that MnDOT uses to identify to the Recipient that Information disclosed under this Agreement is considered by MnDOT to be Protected Information. Protected Information that is disclosed to the Receiving Party must be clearly marked as "Protected Information", "Sensitive Information," "Security Information," “Non-Public Data”, “Not Public Data”, or the like.

2. AUTHORIZED ACCESS AND DISCLOSURE.

2.1. The Recipient Party must not use or disclose Protected Information other than in accordance with this Agreement and the terms of a related contract with the Disclosing Party including, but not limited to, a contract to perform work for MnDOT, or to conduct research in cooperation with MnDOT.

2.2. The Recipient must take all reasonable and appropriate measures to safeguard Protected Information from misuse, theft, loss, destruction, and unauthorized disclosure. Such measures must be no less than the degree of care the Recipient normally takes to preserve and safeguard its own proprietary Information. If the Recipient discovers
unauthorized use or disclosure, the Recipient must promptly notify MnDOT in writing and take action to prevent further disclosure and to recover any Protected Information.

2.3. The Recipient may provide access to Protected Information to its own employees and subconsultants who reasonably require such access. Prior to being granted access to Protected Information, all employees and subconsultants of the Recipient must be advised of the requirements and restrictions of this Agreement, directed to use and protect the Protected Information, and not to disclose Protected Information.

2.4. All Protected Information disclosed by MnDOT remains the property of MnDOT. No later than 30 days after the end of work under the related contract (or the expiration or termination of that related contract) or upon receipt of a written demand from MnDOT for the return of Protected Information, the Recipient must promptly return all tangible forms of Protected Information received from the Disclosing Party, and must destroy any duplicates which are in the possession of the Recipient or a subconsultant.

2.5. This Agreement does not create a business relationship, joint venture, partnership or any other arrangement and does not grant license or any other rights to any patents, trademarks, copyrights or intellectual property. This Agreement is to protect Information only.

2.6. The Recipient accepts all Protected Information on an “as is” basis. MnDOT makes no warranty or representation of fitness for any purpose.

2.7. Notwithstanding the end of work under the related contract, the Recipient’s obligation to not disclose the Protected information remains in force until the Protected Information becomes public information under the Minnesota Government Data Practices Act.

2.8. This Agreement is governed by the laws of the State of Minnesota.

2.9. If the Recipient is subjected to any legal process that seeks to require it to produce Protected Information in a judicial or administrative proceeding, the Recipient must promptly notify MnDOT so that MnDOT may have an opportunity to challenge the legal process or seek a protective order.

2.10 The Recipient has executed this acknowledgment freely, and after having the opportunity to consult with counsel of its choice. The provisions of this Acknowledgment are independent and separable from each other, and no provision is affected or rendered invalid or unenforceable by virtue of the fact that any other provision may be found invalid or unenforceable.

Reason for requesting Data:

Dated:

Recipient Print Name: _____________________________ (name verified by showing Photo ID to MnDOT)

Recipient Signature: ______________________________

Business Name and Address: