

**NON-DISCLOSURE AGREEMENT
BETWEEN
GEORGIA TECHNOLOGY AUTHORITY
AND**

This Non-Disclosure Agreement (hereinafter “Agreement”) is entered into and made effective _____, 2022 (“Effective Date”) between Georgia Technology Authority, a public corporation and instrumentality of the State of Georgia (hereinafter “GTA”) and _____, a _____ with its principal place of business at _____ (hereinafter “Recipient”). Collectively, GTA and Recipient shall be referred to as “Parties.”

WHEREAS, GTA develops, operates, maintains or has access to data, applications and systems that contain sensitive information that is vital to the services and responsibilities of state government.

WHEREAS, in the course of communicating with Recipient, GTA may share certain information with Recipient for the purposes of project needs assessment, understanding or collaboration or for work on systems, applications, proposals, bids, contracts, projects, or research and development tasks.

WHEREAS, the Parties acknowledge and agree that safeguarding of this information from unauthorized use or disclosure is a responsibility of vital importance to GTA and to the security of state systems.

NOW THEREFORE, in consideration of the premises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. General

Recipient agrees to accept and perform such responsibilities under Project Assignment (hereinafter defined) and to receive Sensitive Information (hereinafter defined). Further, Recipient is willing to enter into this Agreement in order to provide GTA with what Recipient considers to be reasonable protection of its interests. Therefore, in consideration of, and as a condition of Recipient’s work on GTA and/or other Georgia government systems, applications, proposals, bids, contracts, projects, or research and development tasks, Recipient agrees as further provided in this Agreement.

2. Definitions

2.1 "Sensitive Information" means any data or information received by Recipient from GTA or any of its government customers 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. This Agreement is in addition to any other agreement between Recipient and GTA and is not intended to alter those

agreements.

- 2.2 "Nondisclosure Period" means the period beginning on the Effective Date of this Agreement and surviving the termination of the Recipient's engagement or employment with GTA, until such time that such Sensitive Information is or becomes (through no improper action or inaction by Recipient) considered to be non-sensitive information by the GTA or its government customer.
- 2.3 "Personal Data" means any information 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 or exempt from disclosure under the Georgia Open Records Act.
- 2.4 "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. Project Assignment also means a government contract, order, assignment or task that is considered confidential, sensitive or classified or the subject of national security.

3. Sensitive Information

- 3.1 During the Nondisclosure Period, Recipient will hold in confidence all Sensitive Information that comes into Recipient's knowledge or possession during a Project Assignment and will not disclose, publish or make use of such Sensitive Information, directly or indirectly, on behalf of Recipient or on behalf of any other person or entity, without the prior written consent of GTA.
- 3.2 Recipient acknowledges that 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 GTA and/or GTA's government customer that is the custodian of the Sensitive Information.
- 3.3 Upon GTA's request and, in any event, upon exiting or upon Project Assignment termination, Recipient shall deliver to GTA 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 Assignment that pertain to Sensitive Information, whether made or compiled by Recipient or furnished to Recipient by virtue of Recipient's involvement in with Project Assignment. Recipient shall return all Sensitive Information to GTA in an agreed format or, at GTA's election, destroy it and certify the destruction of all copies in the Recipient's possession or control of in that of any of its affiliated parties, including but not limited to subcontractors, coworkers or associates.
- 3.4 The restrictions in this Section 3 are in addition to and not in lieu of protections afforded to trade secrets and Sensitive Information under applicable federal or state law, rule or regulation. Nothing in this Agreement is intended to or shall be interpreted as diminishing or otherwise limiting the GTA's rights under applicable law to protect state secrets, trade secrets or Sensitive Information.

4. Reasonable and Necessary Restrictions

- 4.1 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 GTA and those of GTA's customers.
- 4.2 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. If Recipient is an employee of GTA, unauthorized disclosure of Sensitive Information may lead to disciplinary action, up to and including termination.
- 4.3 Nothing in this Agreement prohibits nor should be construed as prohibiting the Recipient from complying with applicable laws, regulations, or Court order or process including, but not limited to, the Georgia Open Records Act. However, Recipient shall immediately provide GTA notice if Recipient receives a request for data or information received by Recipient during the course of the Project Assignment including, but not limited to, a request under the Georgia Open Records Act, a Court order, or a subpoena. To the extent necessary, Recipient shall cooperate with GTA to comply any such request, order or subpoena.

5. Business Practices

- 5.1 By signing this Agreement Recipient agrees to abide by GTA's Enterprise Information Security Charter ([PS-08-005.3](https://gta-psg.georgia.gov/psg/enterprise-information-security-charter-ps-08-0053)) <https://gta-psg.georgia.gov/psg/enterprise-information-security-charter-ps-08-0053> and with GTA'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 GTA official, in accordance with GTA's policies, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation, the Recipient has knowledge of and whether Recipient or any of Recipient's affiliates, including but not limited to subcontractors, associates or representatives, is/are involved. Recipient understands that anonymity will be kept to the extent possible when reporting security violations.
- 5.2 Recipient is expressly prohibited from **(a)** disclosing password or access information to Sensitive Information associated with a Project Assignment with any party who does not have involvement in the Project Assignment AND a "need to know"; **(b)** maintaining any Sensitive Information after having exited the Project Assignment or after termination of engagement or employment with GTA; or **(c)** disclosing or providing Sensitive Information, whether written, oral or electronic, to any party who is not a GTA employee or contractor directly involved in the Project or the GTA government customer who is the custodian of the Sensitive Information.
- 5.3 Upon termination of Project Assignment, Recipient agrees to any debriefing interview that may be required by a GTA project manager or GTA security officer or GTA

government customer security officer.

6. Miscellaneous

- 6.1 Severability. In the event that 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 thereby. 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.
- 6.2 Governing Law. Each Party irrevocably agrees that this Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating to this Agreement must be brought in the Superior Court of Fulton County, Georgia, which will have exclusive, original jurisdiction, and shall be governed by and construed in accordance with the laws of the State of Georgia.
- 6.3 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.
- 6.4 Authority to Sign. By signing below, the signer represents and warrants that such signer is duly authorized to sign and bind the Recipient hereunder.

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

[RECIPIENT]

Signature: _____
Print Name: _____
Title: _____
Date: _____