

CONFIDENTIALITY CERTIFICATION

Professional Services Contract for _____

Contract ID Number: _____

I, _____, an employee of _____, in the course of providing services under the subject Contract between VDOT and _____ may have access to sensitive information VDOT has prepared, or will prepare, or causes to be prepared, certain studies, assessments, reports or other records.

I acknowledge and agree that any records and/or information available to me while providing services under the subject contract, by virtue of working on a VDOT project or being co-located with VDOT, irrespective of the period of co-location, is to be considered confidential and proprietary; VDOT is the owner and custodian of this information. Furthermore, I agree to hold the same in confidence and will not use or disclose it other than for the purposes of providing services to VDOT under the subject Contract.

Unless - ordered by a court of competent jurisdiction or demanded by the Virginia Attorney General's Office, or otherwise required by law, I will not divulge any confidential information to any entity or person outside of VDOT, including but not limited to the media or any member of the public without the prior permission of VDOT. Confidential information exchanges may have to be conducted as necessary and appropriate between the project team and VDOT to perform assigned tasks under the subject Contract; provided that I will only communicate such information with individuals who have similarly executed a Confidentiality Agreement with VDOT in this same or substantially similar form, or who are similarly obligated to VDOT under other similar confidentiality agreements. I understand that a list of the signatories to this type of agreement will be maintained by VDOT. If contacted by any member of the public or the media with a request for Confidential Information, I will promptly forward such requests to VDOT. I will also maintain security and control over all documents containing any confidential information in my custody or control.

Furthermore, I understand that in the event of any unauthorized disclosure of such confidential information, VDOT reserves the right to take any necessary actions including but not limited to terminating any relevant consultant contract, and precluding the firm I represent and myself from working on any existing and/or future contracts with VDOT.

Signed: _____

Date: _____

Printed Name: _____

Title: _____

Authorized Representative of the firm: _____