# CONFIDENTIALITY AGREEMENT

The California Department of Transportation (DEPARTMENT) agrees to furnish DOCUMENT RECIPIENT with certain confidential information pertaining to State owned facilities as described below:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Bridge Number | _____ | Number of pages | _____ | Plans | ☐ | Reports | ☐ |
| Bridge Number | _____ | Number of pages | _____ | Plans | ☐ | Reports | ☐ |
| Bridge Number | _____ | Number of pages | _____ | Plans | ☐ | Reports | ☐ |
| Bridge Number | _____ | Number of pages | _____ | Plans | ☐ | Reports | ☐ |
| Bridge Number | _____ | Number of pages | _____ | Plans | ☐ | Reports | ☐ |
| Bridge Number | _____ | Number of pages | _____ | Plans | ☐ | Reports | ☐ |

Other Documents (describe)

_____

_____

_____

The release of confidential documents is subject to the following mutually agreed upon terms and conditions:

1. DOCUMENT RECIPIENT agrees to hold the above described confidential information in trust and confidence and agrees that it shall be used only for improvements to State facilities or other State highway related purposes, and shall not be used for any other purpose or be disclosed to any third party.
2. By accepting and using the above-described confidential information, DOCUMENT RECIPIENT expressly agrees to treat such documents as confidential.
3. All recipients of documents must provide valid United States of America (US) State driver's license or other form of US and/or State Official picture identification card.
4. Copies, reproductions, or alterations in any form, including but not limited to paper copies and electronically formatted copies, shall not be made for or retained for distribution to any third party outside the approved use. All copies that are distributed for approved use shall be maintained in a log by applicant for Confidentiality Agreement. The log will include the name of the individual, identification information (i.e. valid drivers license number), company name (if applicable) , address and phone number. Logs are subject to DEPARTMENTAL review.
5. At the conclusion of the proposed work for which the above-described confidential information was furnished or upon demand by the DEPARTMENT, all confidential information and any copies of documents referenced above, shall be returned to the DEPARTMENT or certified destroyed. The DEPARTMENT, at its sole discretion, may demand that all written notes, photographs, sketches, models, or memoranda which were developed or derived from or reflect information obtained from the above confidential referenced information be turned over to the DEPARTMENT.
6. The DEPARTMENT assumes no responsibility whatsoever with respect to the completeness, sufficiency, accuracy, or interpretations set forth therein of any plans, documents or data that is provided pursuant to this Agreement. In addition, there is no warranty or guarantee, either expressed or implied, that the conditions indicated by such documents are representative of the

actual existing site conditions or future as-built conditions of the subject location.

7. By accepting and using the above referenced confidential information, DOCUMENT RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT, its directors, officers, employees, or agents harmless from and against any claims, damages, losses, liabilities, and costs relating in any manner, directly or indirectly, to the use of such documents furnished by the DEPARTMENT pursuant to this Agreement.
8. With respect to any and all third party claims DOCUMENT RECIPIENT further waives any and all rights to any type of express or implied indemnity against the DEPARTMENT, its directors, officers, employees or agents.
9. In the event that a suit is necessary to enforce any of the provisions herein contained, the DEPARTMENT shall be entitled to reasonable Attorney's fees in addition to costs.

(Please print or type information.)

I, _____, am representing
(Recipients Name)

Company/Agency: _____

Address: _____

Telephone Number: _____

and verify that I am representing (check one):

[ ] 1. A governmental agency, acting within the scope of my employment or function.

[ ] 2. A consultant, contractor, subcontractor or bidder doing business with or on behalf of the State of California Department of Transportation (DEPARTMENT).

[ ] 3. An encroachment permit applicant or holder who needs the confidential information for the following reasons: _____

_____

[ ] 4. Other person who needs the confidential information for the following reasons:

_____

_____

# CONFIDENTIALITY AGREEMENT

I have read the above confidentiality agreement and agree to the above stipulations.

Company/Agency Representative:

_____

Signature Title Date

**AGREED AND ACCEPTED BY:**
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
Department Representative:

_____

Print Name Print Title

_____

Signature Date