

Critical Infrastructure Information/Sensitive Security Information (CII/SSI) Multi-Purpose Non-Disclosure Agreement

Retain a copy of both the front and back sides of this form for future reference

VDOT requires CII/SSI be protected and not disclosed to unauthorized persons.

PART A: To Be Completed By Individual VDOT or Company Employee

I agree with the following as a condition of being granted access to CII/SSI:

CII/SSI, which is valuable and sensitive, is protected by law and by strict VDOT policies. The intent of these laws and policies is to assure that CII/SSI will remain confidential - that is, it will be used only as necessary to accomplish VDOT's mission. Disclosure of CII/SSI in any manner that permits interception by unauthorized persons could compromise safety and security and is prohibited. CII/SSI may be released only to persons with a need-to-know.

I might have access to this information in various formats including but not limited to documents and drawings, physical structures, and computer based systems. I have no right or ownership interest in any VDOT CII/SSI. VDOT may at any time revoke my authorization allowing access to CII/SSI.

Willful violation of this agreement may subject me to discipline which might include, but is not limited to, removal from current VDOT projects;

VDOT Contract Name and Number

exclusion from further VDOT related work; and legal liability. My obligations with respect to the confidentiality and security of all CII/SSI disclosed to me shall survive the termination of any agreement or relationship with VDOT. My execution of this agreement shall not nullify or affect in any manner any other agreement, non-disclosure or otherwise, which I have executed or may execute with VDOT or the Commonwealth of Virginia.

I am obligated to protect this information from unauthorized disclosure in accordance with the terms of this agreement. I will only use CII/SSI that I obtain to perform my legitimate VDOT related duties. I will conduct myself in a strict conformance to applicable laws and VDOT policies governing CII/SSI. I will safeguard the confidentiality of all CII/SSI at all times. I will be responsible for my misuse or my wrongful disclosure of CII/SSI.

Each provision of this agreement is severable. If any administrative or judicial tribunal should find any provision of this agreement to be unenforceable, all other provisions shall remain in full force and effect.

I make this agreement in good faith, without mental reservation or purpose of evasion. Printed Name Date Phone Number VDOT District/Division OR Company Name Company Address Signature Signature of Authorized Agent (Not required for VDOT employees) PART B: To Be Completed By Company Agent Only: In addition to the provisions above, I certify: All employees of this company involved with this VDOT project, regardless We will safeguard the confidentiality of all CII/SSI at all times. We will of location, who will have access to CII/SSI, myself included, will complete conduct ourselves in strict conformance to applicable laws and VDOT Part A of the Critical Infrastructure Information/Sensitive Security policies governing CII/SSI. Obligations with respect to the confidentiality Information Multi-Purpose Non-Disclosure Agreement. The Agreement and security of all CII/SSI disclosed to us shall survive the termination of will be signed by me and accepted by VDOT prior to being granted access any agreement or relationship with VDOT. to CII/SSI. We will only access CII/SSI for which we have a need-to-know. Authorized Company Agent: Signature of Authorized Agent Date Printed Name Title Company Name Phone Number Company Address



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Handling CII/SSI

You are responsible for safeguarding Critical Infrastructure Information/Sensitive Security Information (CII/SSI) in your custody or under your control.

The extent of protection afforded CII/SSI shall be sufficient to reasonably foreclose the possibility of its loss or compromise.

The terms of this clause (*Handling CII/SSI*), including this paragraph, must be included in any dissemination of any document, in whole or in part, that contains CII/SSI.

<u>Protection</u> - CII/SSI shall be protected at all times, either by appropriate storage or having it under the personal observation and control of a person authorized to receive it. Each person who works with protected CII/SSI is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it.

<u>Use and Storage</u> - During working hours, reasonable steps shall be taken to minimize the risks of access to CII/SSI by unauthorized personnel. After working hours, CII/SSI shall be secured in a secure container, such as a locked desk, file cabinet or facility where contract security is provided.

<u>Reproduction</u> - Documents or material containing CII/SSI may be reproduced to the minimum extent necessary consistent with the need to carry out official duties provided that the reproduced material is marked and protected in the same manner as the original material.

<u>Disposal</u> - Material containing CII/SSI shall be disposed of by any method that prevents unauthorized retrieval (e.g. shredding, burning, returning to original source, etc.).

<u>Transmission</u> - CII/SSI shall be transmitted only by VDOT courier, US first class, express, certified or registered mail, or through secure electronic means.