

## CERTIFICATE OF CONFIDENTIALITY AGREEMENT

This Agreement, dated as of \_\_\_\_\_, 20\_\_, is by and between the DEPARTMENT OF \_\_\_\_\_ and \_\_\_\_\_, (“the TOA Contractor”) and is incorporated into the Task Order Agreement (Audit Services Contract’s TOA \_\_\_\_\_) between the parties as Exhibit A to that Task Order Agreement.

The parties agree as follows:

1. For purposes of this Confidentiality Agreement and the Task Order Agreement executed by the parties, the term “Information” means any and all information, data, records, or documents to which the TOA Contractor gains access, learns, discovers, acquires or uses in connection with performing the duties required in connection with the Task Order Agreement.
2. The purpose of this Confidentiality Agreement is to protect and prevent unauthorized disclosure of certain confidential information (the Information) of the Department while also permitting the TOA Contractor to fulfill its obligations under the terms of the Contract.
3. With respect to the Information, the TOA Contractor shall comply with all Federal and State laws and use reasonable efforts to:
  - (a) restrict disclosure of the Information solely to those of its employees with a need to know and not disclose it to third parties;
  - (b) advise employees, agents and subcontractors who receive the Information of the obligation of confidentiality hereunder and assure that such employees, agents and subcontractors take steps consistent with this Confidentiality Agreement to protect the Information;
  - (c) use the same degree of care to protect the Information and to prevent disclosure of the Information which is at least as stringent as that used with the TOA Contractor’s own confidential information, and which shall be at least the degree of care which a reasonably prudent person would use to protect and prevent disclosure of confidential information; and
  - (d) use the Information only for the purpose of fulfilling the TOA Contractor’s obligations under the Task Order Agreement.
4. Notwithstanding anything to the contrary herein, the TOA Contractor shall not have the obligation to preserve the confidentiality of any Information which:
  - (a) was previously known by both of the parties to be free of any obligation to keep it confidential;
  - (b) is or becomes publicly available by the action of the Department, other than by unauthorized disclosure; or
  - (c) is independently developed by the TOA Contractor.
5. Upon the request of the Department, the TOA Contractor shall return all documents and records, including those in matching-readable media, which contain the Information, without retaining any copies, of such documents or records that contain the Information. Upon the request of the Department, all Information contained in the data banks of any computer or electronic data system operated by the TOA Contractor shall be destroyed. Upon request by the Department, an officer or other appropriate representative of the TOA Contractor shall provide a certificate which shall confirm that the foregoing, including the destruction, have taken place. The TOA Contractor shall request written authorization of the Department to retain any Information in any format.

Nothing contained in this Agreement shall be construed as granting to or conferring upon the TOA Contractor any rights by license or otherwise in any Information disclosed, except for the limited right to use the Information for the purposes set forth in this Confidentiality Agreement and the Task Order Agreement.

6. This Confidentiality Agreement shall be governed and construed in accordance with the laws of the State of Maryland, and shall bind and insure to the benefit of the parties hereto and their respective successors and assigns.

7. This Agreement shall become effective on the date set forth above and shall continue through the end of the term of the Task Order Agreement between the parties. The obligation to protect the confidential nature of the Information received, used, retained or known to the TOA Contractor as a result of its performance under the Task Order Agreement shall survive the termination of the Task Order Agreement, the Master Contract and this Agreement.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth above.

***TOA CONTRACTOR:***

***MARYLAND STATE AGENCY:***

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_