

EXHIBIT C
CONFIDENTIALITY, NON-DISCLOSURE AND
ACCEPTABLE USE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is entered into, to be effective as of XXXXXX, by and between the Port of Tacoma, a municipal corporation, with its principal place of business located in Tacoma, Washington, and XXXXXX., or it’s assigned representative (hereinafter the “Consultant”).

1. During the Consultant’s term of contract with the Port of Tacoma there may be disclosed certain trade secrets, confidential information or proprietary data consisting of but not necessarily limited to:
 - (a) Technical information: Methods, processes, formulae, compositions, systems, techniques, and computer programs which may include but may not be limited to specifications, designs, plans, process flows diagrams, functional descriptions of security systems, security drawings, security software, personal data (protected by the Privacy Act), data protection, marketing data, customer lists, vendor lists or other INFORMATION, which is proprietary to the Port of Tacoma or its affiliated clients.
 - (b) Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans not approved for release to the public.
 - (c) Information disclosed to the Port of Tacoma by third parties, including other governmental agencies, whether or not a confidentiality obligation may exist under contract or statute.
2. The Consultant agrees that (s)he shall not during, or at any time after contract completion or termination from the Port of Tacoma, use for others, or his/herself or disclose or divulge to others including future employees or staff members, any trade secrets, confidential information, or any other proprietary data of the Port of Tacoma or associated third parties in violation of this agreement.
3. The Consultant agrees to conform to all Port of Tacoma policies, as defined in the Port of Tacoma Administration Manual, and applicable laws that relate to Information Technology and data security.
4. The Consultant may not use any Port of Tacoma information, whether or not deemed to be confidential information, for any non-authorized commercial purpose.
5. Unless and until Consultant is provided a written release by the Port of Tacoma from this Agreement or any portion of it, all conditions and obligations contained in this Agreement shall apply both during the period of conditional access and at all times thereafter.
6. The Port of Tacoma may provide the Consultant with computer and communications equipment for the purpose of conducting their assigned duties and responsibilities. The use of the equipment provided is subject to the following conditions:
 - (a) The equipment supplied remains the property of the Port of Tacoma.
 - (b) The Consultant must not permit the equipment supplied to become subject to any lien or other encumbrance that may prejudice the Port’s title.

- (c) The Consultant must comply with any use restrictions that may be imposed by the owner or licensee of any computer equipment, software or information supplied by the Port of Tacoma to the Consultant. The Consultant will be held responsible for any third party claims for wrongful disclosure or breach of license agreements by the Consultant relating to non compliance with third party restrictions.
- (d) The equipment is supplied for approved and appropriate Port of Tacoma business use only, and should not be used for any other purpose.
- (e) Recipients of computer and communications equipment supplied by the Information Technology department should ensure the security and safety of the equipment at all times. Equipment should be returned to the Information Technology department in the condition it was supplied.
- (f) While using Port of Tacoma supplied computer and communications equipment the Consultant should have no expectation of privacy. Computer and communications equipment, electronic transmissions, including emails and Internet usage, may be monitored by authorized Information Technology personnel or automated monitoring mechanisms.
- (g) Consultants should not install software applications of any type, consisting but not necessarily limited to freeware, shareware or licensed software, on supplied computer equipment without the permission of the Information Technology department. Users may not copy, reproduce or install any Port of Tacoma owned or licensed software applications on computers not belonging to the Port of Tacoma without the permission of the Information Technology department.

7. That upon termination or contract completion with the Port of Tacoma:

- (a) The Consultant shall return to the Port of Tacoma all documents and property of the Port of Tacoma, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, computers, cell phones and all other materials and all copies thereof relating in any way to the Port of Tacoma's business, or in any way obtained by Consultant during the Consultant's tenure. The Consultant further agrees that (s)he shall not retain copies, notes or abstracts of the foregoing.
- (b) The Port of Tacoma may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.
- (c) This agreement shall be binding upon the Consultant and his/her personal representatives and successors in interest, and shall inure to the benefit of the Port of Tacoma, its successors and assigns.

Executed on the dates set forth below by the undersigned authorized representative of The Port of Tacoma and Consultant to be effective as of the Effective Date.

Port of Tacoma

Consultant

Signed _____ Date _____

Signed _____ Date _____

Name _____

Name _____

Title _____

Title _____

Address _____

Address _____

City/State _____

City/State _____

EXHIBIT D
Contractor/Consultant Non-Disclosure Agreement for
Conditional Access to Sensitive Security Information

I, _____, hereby consent to the terms and conditions of this Non-Disclosure Agreement (hereafter, Agreement) in consideration of my being granted conditional access to certain United States Government documents or other material containing sensitive security information (“SSI”).

I understand and agree to the following terms and conditions:

1. By being granted conditional access to SSI, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and all applicable laws.

2. As used in this Agreement, SSI is that information defined in 49 CFR Part 1520 (see attached) but also includes any information not specifically mentioned in Part 1520, but marked as “sensitive security information” or “SSI.”

3. Based on the Port of Tacoma (hereafter, Port of Tacoma) determination that I have a security-related need to know, I am being granted conditional access to SSI contingent upon my execution of this Agreement for the sole purpose of having access to the Port of Tacoma SSI. Examples of SSI include, but are not limited to:

- a) Port Security Manual
- b) Security Baggage Screening
- c) Technical Specifications for Explosive Detection Devices
- d) Technical Specifications of Security Communication Equipment
- e) Reports of Vulnerability to Security
- f) Technical Specifications or Drawings Security System
- g) Performance of Test data of Security System
- h) Passwords or codes of Security System to include alarms
- i) Restricted Area Key Control Procedures
- j) IP Address of Security Cameras
- k) Internal Security Response Procedure

This approval will permit me to have conditional access to certain SSI, to perform my job or assigned tasks. This Agreement will not allow me to have access to materials that TSA or the Port of Tacoma has determined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include sensitive but unclassified information provided to the Port by other agencies of the United States Government, or any other SSI that I do not have a security-related need to know.

4. I will never divulge any SSI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by the Port of Tacoma or TSA that the proposed recipient is authorized to receive it. I will submit to the Port of Tacoma SSI administrator for

security review, prior to any publication or submission for publication — whether in print, oral or electronic form — any book, article, speech, report, or other work that is based on any knowledge I obtained pursuant to this Agreement. This security review is intended to allow Port of Tacoma to ensure that SSI is not disclosed.

5. If I become aware or have reason to believe that any SSI may have been released to any unauthorized person, I will immediately notify the Port of Tacoma SSI administrator.

6. I understand that the unauthorized disclosure of SSI could compromise the safety and security of persons in transportation. In addition, I understand that I will not electronically mail SSI unless the document is password protected.

7. If I violate the terms or conditions of this Agreement, such violation may result in the cancellation of my conditional access to SSI. This may serve as a basis for denying me conditional access to other United States Government information, both classified and sensitive, in the future. If I violate the terms or conditions of this Agreement, the United States may institute a civil penalty against me pursuant to 49 U.S.C. 46301 and 49 CFR Part 1520 or take other enforcement or corrective action.

8. Unless and until I am provided a written release by the Port of Tacoma from this Agreement or any portion of it, all conditions and obligations contained in this Agreement shall apply both during my period of conditional access and at all times thereafter.

9. 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.

10. I understand that the Port of Tacoma through the United States Government may seek any remedy available to it to enforce this Agreement, including but not limited to application for a court order prohibiting disclosure of information in breach of this Agreement, imposition of civil penalties, and any other enforcement or corrective action.

11. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or judicial proceeding to protect any SSI to which I have been given conditional access under the terms of this Agreement.

12. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 *et seq.*) (Governing disclosures that could expose confidential Government agents), and other statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18,

United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and supercede this Agreement to the extent of any conflict.

13. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

14. I make this Agreement in good faith, without mental reservation or purpose of evasion.

Date: _____

Name _____

Title _____

Phone Number _____

Email Address _____

Company Name _____

Primary Industry/Mode _____

DOT/ICC/VIN Number if applicable _____

Text Message Email Address including provider _____

Signature _____

Contractor Security Administrator Signature _____

Picture Identification Verified by Port of Tacoma Employee Yes No

Verifiers Signature