CONFIDENTIALITY

1. Contractor shall maintain the Confidential Information (defined below) in accordance with the following terms and conditions:
2. Contractor shall not disclose Confidential Information to any third party without the express written authorization of the Department of Administration (Admin);
3. Contractor shall take all necessary steps to protect the Confidential Information. Contractor may disclose Confidential Information only to its employees, agents, consultants and contractors on a need-to-know basis, if it consistent with this contract, applicable laws and regulations, and only if such employees, agents, consultants and subcontractors have executed written agreements consistent with this contract, applicable laws and regulations with provisions substantially similar to this provision;
4. Contractor agrees to immediately notify Admin, in writing, of any misuse, misappropriation, or unauthorized release of the Confidential Information or violation of any applicable laws and regulations that may come to the Contractor’s attention;
5. Any oral discussions between the State and the Contractor, which relate to the Confidential Information shall be kept secret and confidential by the State and are deemed to be Confidential Information; and
6. If Contractor receives a governmental, judicial, or administrative order, subpoena, discovery request, or other request for disclosure of Confidential Information, Recipient will immediately notify Admin, in writing. Contractor agrees, to the extent practicable, to cooperate with efforts by the State to seek a protective order or similar relief. In the event that any Confidential Information is ordered produced in an action or proceeding, the Confidential Information shall not lose its confidential status through such use, and the Contractor shall take all reasonable and necessary steps to protect the Confidential Information’s confidentiality during such use, to the extent possible.
7. “Confidential Information,” as used in this provision, it is defined as all data, information, documents, reports, records, metadata, software, forms, and other materials furnished, disclosed, or made accessible by the State to the Contractor, either directly or indirectly, in connection with this contract.

Confidential Information includes, but is not limited to, the following:

1. all computer network systems of the State; network architecture; any and all information concerning the State’s current, future or proposed applications, including unpublished computer code (both source code and object code), drawings, specifications, notebook entries, technical notes and graphs, computer printouts, technical memoranda and correspondence, product development agreements and related agreements;
2. personal information such as social security numbers, credit card numbers, dates of birth; any information that identifies an individual (by name, signature, address, telephone number, or other unique identifier) or that can be used to authenticate that individual such as passwords or PINs, biometric data, unique identification numbers, answers to security questions, or other personal identifiers;
3. Government Furnished Materials; and
4. Confidential or proprietary information, software and materials of third parties with which or whom the State conducts business.

c. The Contractor shall provide the State with a list of persons assigned to work requiring access to confidential information, including each person’s name and primary physical work location. The Contractor shall provide an updated list as necessary due to personnel changes. At a minimum, the Contractor shall provide a current list of persons assigned to work requiring access to confidential information on the first business day of each month the contract is active. All lists of Contractor personnel shall be delivered to Admin Procurement Director at procurement@admin.sc.gov.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the later date set forth below.

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|  |  | South Carolina Department of Administration |
| Recipient’s Name |  |  |
|  |  |  |
|  |  |  |
| Recipient’s Address |  | Address |
|  |  |  |
|  |  | Columbia, SC |
| City, State, Zip Code |  |  |
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| --- | --- | --- | --- | --- |
| By: |  |  | By: |  |
|  |  |  |  |  |
| Title: |  |  | Title: |  |
|  |  |  |  |  |
| Date: |  |  | Date: |  |