



## **ITF-1c: Confidentiality and Non-Disclosure Agreement – Business**

### **BUSINESS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

I represent that I am an officer, or someone with comparable authority, of the corporation or other business entity named below. I acknowledge that the New York City School Construction Authority (“SCA”) and/or the New York City Department of Education (“DOE”) will make available to me, my employees and other agents, from time to time certain information that is highly confidential to the SCA and DOE. For example, this information includes, without limitation, software and other computer information licensed to the SCA, bidding information related to various contracts of the SCA, proprietary information about various businesses that would perform work on the SCA’s behalf, and the work product of the SCA’s employees and agents. Confidential information may also mean any information provided by or obtained from the New York City Department of Education (“DOE”) including, without limitation, personal information of DOE teachers, administrator, employees, pupils, or pupils’ parents/guardians or families, personal information, student identification numbers, work papers, correspondence, notes, studies, data, including electronic communications, including photographic images, digital images and video graphic images, and instruments in any form or manner containing any student’s personally identifiable information generated or obtained or reviewed pursuant to this Agreement. In addition, we and/or our employer, agents, contractors, and subcontractors, if any, will adhere in all respects to the state and federal laws (including but not limited to the Family Educational Rights and Privacy Act (“FERPA” 20 U.S.C. 1232g), DOE policy as may be amended from time to time, and the Chancellor’s Regulation A-820 on Student Records, Access and Disclosure <http://www.nycenet.edu/>. We will submit to DOE all data we or our employees, agents, contractors and subcontractors collect pursuant to this Agreement.

By signing this agreement, I bind my business, each employee, agent and me. The words “we” and “our” to refer in this agreement to my business, each of our owners, partners, employees, agents, contractors, subcontractors, subconsultant, subconsultant employees, volunteers, assigns or any other representatives for whom we are legally responsible in connection with the performance of this Non-Disclosure Agreement, and me. We understand that the SCA and the DOE will entrust each of us as a fiduciary of the SCA and the DOE with access to, and with the use of, such confidential information from time to time. We will hold all of the SCA’s and DOE’s confidential information at all times in trust and strictest confidence for the SCA and the DOE from and after the date of its creation or disclosure to my business. We will prevent the impermissible release of the SCA’s and DOE’s confidential information. We will neither retain nor incorporate any of the confidential information into any database or any medium other than may be required for the SCA’s and DOE’s exclusive benefit. We covenant not to use the SCA’s and DOE’s confidential information for our benefit or for the benefit of anyone else to the extent that it is inconsistent with the interests of the SCA and/or DOE. Finally, we will not duplicate or disclose or otherwise reveal such confidential information in any manner



inconsistent with this agreement. We agree to read each SCA policy and procedure related to the use of confidential information, including, without limitation, any on the use of SCA computers. We agree to be bound by each such policy and procedure and shall promptly advise the SCA and the DOE in writing if we learn of any unauthorized use or disclosure of Confidential Information by any Contractor or subcontractor personnel or former personnel.

We shall protect, defend, indemnify and hold harmless the SCA, the DOE and the City of New York from and for any and all claims brought by third parties (i.e., individuals or entities other than the SCA, DOE and the City of New York), to the extent arising from, or in connection with, any negligent act(s) of commission and/or omission by us and/or our agents, servants, employees, owners, partners subcontractors, subcontractor employees, subconsultant, subconsultant employees, volunteers, assignees or any other representatives for whom we are legally responsible in connection with the performance of this Non-Disclosure Agreement and any damages, and any and all forms of liability to the extent resulting from such claims.

We acknowledge that our faithful compliance with this agreement, and the related policies and procedures, is necessary to protect the SCA and/or DOE and that any action on our part that is inconsistent with this agreement or with any SCA policy and procedure will cause the SCA irreparable and continuing harm. Therefore, if anything we do is inconsistent with this agreement or any such policy and procedure, we consent to the SCA obtaining a court order to stop such inconsistent actions and otherwise to prevent any, without the SCA having to post any bond or security for such order. The SCA may pursue other remedies available to it, all of which are nonexclusive and cumulative.



ITF-1c: IT Security (IT-5)

Confidentiality & Non-Disclosure Agreement - Business

Please address all questions to the SCA Help Desk, (718) 472-8871

## PLEASE COMPLETE THE FOLLOWING SECTION

(please print)

Full Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Tax ID: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fax Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_

What department(s) do you work with within the SCA: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ACKNOWLEDGMENT OF AN INDIVIDUAL

STATE OF NEW YORK  
CITY OF NEW YORK ss:  
COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that she/he signed her/his name thereto.

\_\_\_\_\_  
Notary Public

### DELIVER TO

30-30 Thomson Avenue  
Long Island City, NY 11101

Delivered by who: \_\_\_\_\_ Telephone #, or Ext.: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
(please print)

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