



## CONFIDENTIALITY AGREEMENT

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

Name and address of the "RECEIVING PARTY": \_\_\_\_\_  
\_\_\_\_\_

This Confidentiality Agreement, effective as of the date first written above, is between the All Hazards Consortium ("AHC") and the RECEIVING PARTY identified above.

**WHEREAS**, AHC is a nonprofit organization focused on public/private collaboration in support of homeland security, business continuity, and disaster preparedness, response & recovery;

**WHEREAS**, to further its mission, AHC, in conjunction with other organizations, has developed a cloud-based repository to facilitate the sharing of certain confidential, proprietary and sensitive information to be used for operational purposes during periods of emergency response, and such information shall be treated as "CONFIDENTIAL INFORMATION" hereunder;

**WHEREAS**, the RECEIVING PARTY, in connection with its operations, desires to have access to CONFIDENTIAL INFORMATION to be provided by governmental agencies, businesses and other organizations (the "Data Providers"); and

**WHEREAS**, AHC and the Data Providers are willing to disclose CONFIDENTIAL INFORMATION to the RECEIVING PARTY and provide the RECEIVING PARTY with access to CONFIDENTIAL INFORMATION, for the purposes set forth above pursuant to the restrictions, protections and other provisions hereof.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. CONFIDENTIAL INFORMATION shall include (a) documents and/or information provided by AHC on behalf of itself or the Data Providers, or to which the RECEIVING PARTY has access, in oral, electronic or written form, whether or not marked or identified as confidential, (b) all copies of all such documents and/or information, (c) all other media that contain such CONFIDENTIAL INFORMATION, including any extracts, compilations, studies or other documents based upon or derived from CONFIDENTIAL INFORMATION, whether provided by AHC or the Data Providers, prepared by the RECEIVING PARTY, or provided to, or accessed by, the RECEIVING PARTY, in connection with its operations during emergency response situations. CONFIDENTIAL INFORMATION shall include, but not be limited to, information relating to the Use Cases set forth on the website <http://www.fleetcyberid.org/use-cases.html>. For purposes of clarity, "CONFIDENTIAL INFORMATION" does not have the same meaning as "U.S. government classified confidential information."



2. The RECEIVING PARTY shall (a) hold CONFIDENTIAL INFORMATION in strict confidence, (b) not disclose CONFIDENTIAL INFORMATION to any other person, firm or corporation (including, but not limited to, parents, subsidiaries, or affiliates of the RECEIVING PARTY), (c) not use CONFIDENTIAL INFORMATION other than in connection with its operations during emergency response situations and in accordance with the Use Cases set forth on the website [ENTER URL] , (d) limit reproduction of CONFIDENTIAL INFORMATION to the extent required for its operations during emergency response situations, (e) store CONFIDENTIAL INFORMATION in a secure location that is not accessible to any person not authorized to receive the CONFIDENTIAL INFORMATION under the provisions hereof, and (f) otherwise use at least the same degree of care to avoid publication or dissemination of CONFIDENTIAL INFORMATION as it employs (or would employ) with respect to its own confidential information which it does not (or would not) desire to have published or disseminated. AHC and the Data Providers, at any time, shall have the right to request adequate assurances that the foregoing restrictions and protections concerning CONFIDENTIAL INFORMATION are being observed and the RECEIVING PARTY shall be obligated to promptly provide AHC and the Data Providers with the requested assurances.
3. Notwithstanding the provisions of paragraph 2 hereof, the RECEIVING PARTY may disclose CONFIDENTIAL INFORMATION to its directors, officers, employees, and in house contractors (collectively, “Agents”) who have a legitimate “need to know” such CONFIDENTIAL INFORMATION in connection with the RECEIVING PARTY’s operations during emergency response situations, provided that each such Agent first (i) is advised by the RECEIVING PARTY of the sensitive/confidential nature of such CONFIDENTIAL INFORMATION; and (ii) is caused by the RECEIVING PARTY to agree in writing to be bound by and observe the provisions of this Confidentiality Agreement as though the Agent were the RECEIVING PARTY. Notwithstanding the foregoing, the RECEIVING PARTY shall be responsible to AHC for any act or omission of the RECEIVING PARTY’s Agents which, if committed by the RECEIVING PARTY, would constitute a breach of this Confidentiality Agreement.
4. Notwithstanding the provisions of paragraph 2 hereof, in the event that the RECEIVING PARTY or its Agents, pursuant to applicable law or regulation or legal process, are requested or required to disclose any CONFIDENTIAL INFORMATION, the RECEIVING PARTY shall provide AHC with prompt written notice of such request or requirement in order to enable AHC and the applicable Data Providers to consult with the RECEIVING PARTY with regard to the steps that may be taken by AHC or the applicable Data Providers to reduce the extent of CONFIDENTIAL INFORMATION that must be disclosed and/or to enable AHC or the applicable Data Providers to seek an appropriate protective order or other remedy reducing the extent of Confidential Information that must be disclosed. In any event, the RECEIVING PARTY and its Agents shall disclose only such CONFIDENTIAL INFORMATION which they are advised by legal counsel is legally required in order to comply with such applicable law or regulation or legal process (as such may be affected by any protective order or other remedy obtained by AHC or the applicable Data Providers) and the RECEIVING PARTY and its Agents shall use reasonable efforts to ensure that all CONFIDENTIAL INFORMATION that is so disclosed will be accorded confidential



treatment.

5. Within five (5) days after the earlier of (a) the end of the emergency response situation (as defined by the applicable data providers) for which the CONFIDENTIAL INFORMATION was accessed, and (b) AHC's written demand, the RECEIVING PARTY shall: (i) destroy and delete, and cause its Agents to destroy and delete, all copies of the CONFIDENTIAL INFORMATION including all copies of all documents and of all other media that contain any CONFIDENTIAL INFORMATION and all copies of any extracts, compilations, studies or other documents prepared by the RECEIVING PARTY or its Agents based on or derived from CONFIDENTIAL INFORMATION; and (ii) certify to AHC that the destruction and deletion by the RECEIVING PARTY and its Agents required by clause (i) immediately above has occurred by having a duly authorized officer of the RECEIVING PARTY (or, if the RECEIVING PARTY is not a corporation or other entity with officers, then the RECEIVING PARTY shall have an authorized person of similar position and authority in the RECEIVING PARTY) complete, execute and deliver to AHC (at the address for AHC pursuant to paragraph 9 hereof) a certification in the form attached hereto as Exhibit A. Compliance with this paragraph 5 shall not relieve the RECEIVING PARTY from compliance with the other provisions of this Confidentiality Agreement.
6. Nothing in this Confidentiality Agreement shall be construed as granting or conferring any rights, by license or otherwise, expressly, implicitly or otherwise, under any patents, copyrights or trade secrets of AHC or any of the Data Providers. Nothing in this Confidentiality Agreement shall be construed as requiring the disclosure of, or the granting of access to, any CONFIDENTIAL INFORMATION to the RECEIVING PARTY, and the RECEIVING PARTY's access to CONFIDENTIAL INFORMATION may be terminated at any time. No rights or obligations other than those expressly stated herein shall be implied from this Confidentiality Agreement.
7. The RECEIVING PARTY understands and agrees that neither AHC nor any of the Data Providers is making any representations or warranties, express or implied, as to the accuracy or completeness of the CONFIDENTIAL INFORMATION, or any portion thereof, and that AHC and the Data Providers disclaim any and all liability from the use or reliance on the CONFIDENTIAL INFORMATION.
8. The RECEIVING PARTY and its Agents shall not be relieved of their obligations hereunder with respect to any CONFIDENTIAL INFORMATION by reason of its availability to the public by publication or otherwise at any time and regardless of whether it was available to the public before or after it was disclosed pursuant to this Confidentiality Agreement.
9. The parties acknowledge that disclosure or misuse of CONFIDENTIAL INFORMATION in violation of this Confidentiality Agreement may result in irreparable harm to AHC and the Data Providers, the amount of which may be difficult to ascertain and which could not be adequately compensated by monetary damages, and that therefore AHC and the applicable Data Providers are entitled to specific performance and/or injunctive relief to enforce compliance with the provisions of this Confidentiality Agreement. The RECEIVING PARTY agrees to waive any requirement for the securing or posting of any bond or other security in



connection with AHC or any Data Providers obtaining any such injunctive or other equitable relief.

10. All notices and other correspondence hereunder shall be in writing and shall be sent by certified mail (return receipt requested), by personal delivery, or by a nationally recognized overnight courier service, as follows:

If to the RECEIVING PARTY:

to the name and address for the RECEIVING PARTY first written above

If to AHC:

All Hazards Consortium  
43 E. South Street, Suite 201, Frederick, MD 20701  
Attn: Tom Moran, Executive Director

A party may change the address or addressee for notices and other correspondence to it hereunder by notifying the other party by written notice given pursuant hereto.

11. The RECEIVING PARTY irrevocably submits to the jurisdiction of the courts located within MARYLAND with regard to any dispute or controversy arising out of or relating to this Confidentiality Agreement. The RECEIVING PARTY agrees that service of process on it in relation to such jurisdiction may be made by certified mail, return receipt requested, addressed to the RECEIVING PARTY at the address for the RECEIVING PARTY pursuant to paragraph 10 hereof and that such service shall be deemed sufficient even under circumstances where, apart from this paragraph 11, there would be no jurisdictional basis for such service. The RECEIVING PARTY agrees that service of process on it may also be effected in any manner permitted by law.
12. This Confidentiality Agreement shall be interpreted, and the rights and obligations of the parties determined, in accordance with the laws of - MARYLAND without recourse to such state's choice of law rules.
13. This Confidentiality Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Copies of this Confidentiality Agreement and copies of signatures on this Confidentiality Agreement, including any such copies delivered by facsimile or .pdf, shall be treated for all purposes as originals.
14. This Confidentiality Agreement may not be amended or modified except in a writing signed by both parties.
15. This Confidentiality Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each party; provided, however, that this Confidentiality



Agreement may not be assigned by a party without the prior written consent of the other party and any purported assignment without such consent shall be void.

16. This Confidentiality Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and any prior or contemporaneous oral or written agreements or understandings with respect to such subject matter are merged herein.
17. This Confidentiality Agreement shall be construed as to its fair meaning and not strictly for or against either party.
18. No portion of this Confidentiality Agreement is binding upon a party until it is executed on behalf of that party in the space provided below and delivered to the other party. Prior to such execution and delivery, neither the submission, exchange, return, discussion, nor the negotiation of this document, whether or not this document is then designated as a “draft” document, shall have any binding effect on a party.
19. The Data Providers are third party beneficiaries of this Confidentiality Agreement and may enforce those provisions of this Confidentiality Agreement in which the Data Providers are specifically referenced.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Confidentiality Agreement as of the effective date first above written.

ALL HAZARDS CONSORTIUM

\_\_\_\_\_  
[NAME OF RECEIVING PARTY]

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

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

Name (print):\_\_\_\_\_

Name (print):\_\_\_\_\_

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

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



# Exhibit A

## CERTIFICATION

To: All Hazards Consortium (“AHC”)

Reference is made to the Confidentiality Agreement between AHC and **[NAME OF RECEIVING PARTY]** (the “RECEIVING PARTY”), dated **[insert date of Confidentiality Agreement between AHC and the RECEIVING PARTY]** (the “Confidentiality Agreement”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Confidentiality Agreement. Pursuant to the Confidentiality Agreement, the RECEIVING PARTY hereby certifies the following to be true:

The RECEIVING PARTY has destroyed and deleted, and has caused its Agents to destroy and delete, all copies of CONFIDENTIAL INFORMATION, including all copies of all documents and of all other media that contain any CONFIDENTIAL INFORMATION and all copies of any extracts, compilations, studies or other documents prepared by the RECEIVING PARTY or its Agents based on or derived from CONFIDENTIAL INFORMATION.

\_\_\_\_\_  
[NAME OF RECEIVING PARTY]

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

Print Name:

Title:

Date: