

## ATTACHMENT 23: CONFIDENTIALITY STATEMENT FORM (POST AWARD)

In addition to all the confidentiality requirements set forth in the General Provisions, upon Contract award, Contractor to submit a signed confidentiality statement from all personnel, agents, and subcontractors assigned to the awarded Contract.

All personnel assigned to this project shall be provided a Confidentiality Statement and will be expected to sign and return it to the State's Contract Manager before beginning work on this project.

As an authorized representative or corporate officer of the company named below, I have the authority to bind the company contractually, and I agree that all persons employed by this company will adhere to the following policy:

All information belonging to the California Department of Technology (CDT) is considered sensitive and confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required in this Agreement.

I certify that I will keep all project information including (but not limited to) information concerning the planning, processes, development or procedures of the project, and all communication with CDT related to any procurement process, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless CDT has on file a Confidentiality Statement signed by the other person(s), and the disclosure is authorized and necessary for the project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, concepts and discussions, as well as written and electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the project relating to the confidentiality of project information.

I fully understand that any unauthorized disclosure I make may be basis for civil and/or criminal penalties. I agree to advise the State's Contract Manager immediately in the event of an unauthorized disclosure, inappropriate access, misuse, theft or loss of data.

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by the State's Contract Manager. If the materials are destroyed and not returned, a letter attesting to their complete destruction, which documents the destruction procedures, must be sent to the Contract Manager before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and/or electronically destroyed within five (5) calendar days immediately following either the end of the Contract period or the final payment, as determined by the contracting Agency/state entity.

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| <b>The Contractor's Authorized Representative or Corporate Officer</b> |  |
| Contractor's/Firm Name:                                                |  |

| The Contractor's Authorized Representative or Corporate Officer |  |
|-----------------------------------------------------------------|--|
| Printed Name of Authorized Representative:                      |  |
| Title/Role:                                                     |  |
| Phone Number:                                                   |  |
| Email:                                                          |  |
| Signature:                                                      |  |
| Date:                                                           |  |