

CITY OF BOSTON
MAYOR'S OFFICE OF EMERGENCY MANAGEMENT
NON-DISCLOSURE AGREEMENT and NON-PUBLICITY AGREEMENT ("NDA")

I, _____, a contractor, consultant, or subcontractor of or to the City of Boston, Mayor's Office of Emergency Management, intending to be legally bound, hereby consent to the terms in this NDA in consideration of my being granted conditional access to certain information, specified below, that is owned by, produced by, or in the possession of the City of Boston, the Metro-Boston Homeland Security Region or any of their constituent agencies.

Information Covered by this NDA

Security Sensitive Records and Information

Records in any written or electronic form, including, but not limited to, blueprints, plans, policies, procedures, and schematic drawings, which relate to internal layout and structural elements, security measures, emergency preparedness, threat or vulnerability assessments, or any other records relating to the security or safety of persons, buildings, structures, facilities, utilities, transportation, or other infrastructure. Such records may be marked "Security Sensitive Information" ("SSI"), "For Official Use Only" ("FOUO"), "Law Enforcement Sensitive" ("LES"), or with some other distribution limiting phrase or indicia.

NDA Conditions

I attest that I am familiar with and shall comply with the standards for access, dissemination, handling, and safeguarding of Security Sensitive Records and Information to which I am granted access as cited in this NDA and in accordance with the guidance provided to me by the City of Boston. I understand and agree to the following terms and conditions governing my access to Security Sensitive Records and Information.

1. By being granted conditional access to Security Sensitive Records and Information, the City of Boston and others have placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure in accordance with the terms and conditions of this NDA and the laws, regulations, and directives applicable to the specific categories of information to which I am granted access.
2. I hereby agree that Security Sensitive Records and Information which I have in my possession or which I may have occasion to view or access shall be handled and safeguarded in a manner that affords sufficient protection against unauthorized disclosure to or inadvertent access by (an) unauthorized person(s). I shall establish a secure location for storage of Security Sensitive Records and Information and develop a standard protocol for safeguarding Security Records and Information. I shall also report same to the Mayor's Office of Emergency Management for review and approval.
3. I shall not disclose or release Security Sensitive Records and Information provided to me or created by me pursuant to my employment by or engagement with the City of Boston without authority delegated to me by the Director of the Mayor's Office of Emergency Management or his/her designee ("Director"). I shall notify the Director of any request for access to Security Sensitive Records and Information and allow the Director to participate in evaluating such requests and formulating a response. I shall honor and comply with any and all dissemination restrictions cited or verbally conveyed to me by the Director.
4. I attest that I understand my responsibility for protecting Security Sensitive Records and Information. I understand that the City of Boston may, at any time or place, conduct inspections for the purpose of ensuring compliance with the conditions for access, dissemination, handling, and safeguarding Security Sensitive Records and Information.

5. Upon the completion of my employment by or my engagement with the City of Boston, I shall, upon request, surrender promptly to the City of Boston Security Sensitive Records and Information in my possession. I shall destroy all copies of Security Sensitive Records and Information I am not required to maintain by applicable law or regulation.
6. I shall keep intact on documents and materials in my possession all markings or indicia indicating a category of information or dictating specific handling requirements. I shall carry forward markings or indicia to derivative products and I shall protect derivative products in the same manner required for the original.
7. I shall report promptly to the City of Boston any and all instances of loss, theft, misuse, misplacement, unauthorized disclosure, or other security violations of Security Sensitive Records and Information. I shall report immediately my personal involvement, if any, in such loss, theft, misuse, misplacement, unauthorized disclosure, or other security violations.
8. I understand that violation of the terms of conditions of this NDA may result in the cancelation of my conditional access to Security Sensitive Records and Information.
9. This NDA is made by and intended to benefit the City of Boston and may be enforced by the City of Boston or its agent. I understand that if I violate the terms and conditions of the NDA I may be subject to the loss of funding and may be prohibited from future participation in OEM projects, programs, or processes.
10. Unless and until I am notified in writing by the Director, I understand that all conditions and obligations I choose to accept and be bound by apply during the time and I am granted conditional access to Security Sensitive Records and Information and at all times thereafter.
11. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. Any amendments must be in writing and signed by both parties.
12. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.
13. Each provision of the NDA is severable. If a court should find any provision of this NDA to be unenforceable all other provisions shall remain in full force and effect.
14. Signing this NDA does not bar disclosure as required by compulsory legal process or as otherwise required by law. I shall immediately notify the City of Boston of such process seeking Security Sensitive Records and Information.
15. In addition to the foregoing, I shall obtain written approval from the Director prior to releasing *any* work product or information related or pursuant to my engagement with the City of Boston Mayor's Office of Emergency Management. I shall not advertise or publish *any* information concerning my engagement with the City of Boston Mayor's Office of Emergency Management without written approval from the Director.
16. I acknowledge that I am responsible for ensuring that all of my directors, employees, volunteers, and other agents are aware of and abide by the terms of this NDA.
17. I represent and warrant that I have the authority to enter into this NDA.
18. I acknowledge that a breach of the provisions of this NDA will cause the City irreparable damage for which the City cannot be reasonably or adequately compensated in damages. The City shall therefore be entitled, in addition to all other remedies available to it, including but not limited to, attorneys' fees and costs, to injunctive and/or other equitable relief to prevent a breach of this NDA or any part of it, and to secure its enforcement.

CONTRACTOR, CONSULTANT, OR SUBCONTRACTOR:

TYPED/PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

WITNESS:

TYPED/PRINTED NAME: _____

SIGNATURE: _____

DATE: _____