

# Proposing Vendor for RFP 19-005 “System Integrator Services”

# Agreement on Nondisclosure of Confidential Information

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| **CONFIDENTIAL INFORMATION** |
| “Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws, including personally identifiable information and protected health information as defined by federal law, and any information that is treated by WAHBE as confidential, including trade secrets, technology and information pertaining to business operations and strategies of WAHBE.  |
| **ASSURANCE OF CONFIDENTIALITY** |
| In consideration for the Washington Health Benefit Exchange (WAHBE) granting [vendor name] (Vendor) access to documents regarding WAHBE property, systems, and Confidential Information applicable to WAHBE RFP 19-005 “System Integrator Services”, Vendor:1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with Vendor’s submission of a Proposal for RFP 19-005.
2. Will protect and maintain all Confidential Information gained by reason this agreement against unauthorized use, access, disclosure, modification or loss.
3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information.
4. Has an authorized business requirement to access WAHBE’s systems or property and view its data and Confidential Information, if necessary.
5. Will access, use and/or disclose only the “minimum necessary” Confidential Information required to perform assigned job duties.
6. Will not share WAHBE system passwords with anyone or allow others to use WAHBE systems logged Vendor.
7. Will not distribute, transfer, or otherwise share with anyone any of the Confidential Information provided to Vendor in connection with the agreement.
8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information.
9. Will forward all requests that either party may receive to disclose Confidential Information to the other party for resolution.
10. Understand that Vendor’s assurance of confidentiality and these requirements do not cease at the time an Apparent Successful Vendor is announced or Contract executed under this RFP.
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| **FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS** |
| This form will be read and signed by Vendor who have access to WAHBE Confidential information. WAHBE shall receive a copy of this Agreement and retain the signed form on file for a minimum of six years. |
| **AUTHORIZED VENDOR SIGNATORY** |
| [Vendor name] | Signature | [Date] |

Updated July 2019