



KAY IVEY
GOVERNOR

State of Alabama Department of Corrections

Alabama Criminal Justice Center
301 South Ripley Street
P. O. Box 301501
Montgomery, AL 36130-1501
(334) 353-3883



JOHN Q. HAMM
COMMISSIONER

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

As part of your participation in _____, the Alabama Department of Corrections ("ADOC") is prepared to furnish you, _____, with certain information which is either security-sensitive, confidential, proprietary, or otherwise not generally available to the public.

As a condition to furnishing you such information, you agree as follows:

1. Definition of "Confidential Information." As used herein, "Confidential Information" means all information written and oral, that is furnished to you by the ADOC, which concerns the ADOC. Any information furnished to you or your representatives by a director, officer, employee, or representative of the ADOC, or the ADOC's designee, shall be deemed for the purposes of this Agreement to be furnished by the ADOC. Notwithstanding the fact that information may become, or may have become, publicly available through no fault of your own or your representatives, neither you nor your representatives will disclose (until specifically released in writing from your obligations hereunder by the ADOC) the ADOC's Confidential Information.
2. Non-disclosure of Confidential Information. Confidential Information will not be used other than in connection with the limited purpose described above and will be kept confidential by you and your directors, officers, employees, and representatives (collectively, "representatives"). Confidential Information may be disclosed only, (a) to you, (b) only to such representatives as need to know the Confidential Information for the purpose described above, and (c) only in strict accordance with this Agreement. Such representatives shall be informed by you of the security-sensitive and confidential nature of the Confidential Information and the requirement that it not be used other than for the limited purpose described above. Such representatives shall agree in writing to be bound by the terms of this Agreement as a condition of receiving the Confidential Information. In any event, you shall be responsible for any breach of the Agreement by any of your representatives. Neither you nor any of you representatives shall use or disclose to any person Confidential Information other than as expressly permitted by this Agreement, and you will use your best efforts, and cause each of your representatives to whom Confidential Information has been disclosed to use his or her best efforts, to safeguard the Confidential Information from unauthorized disclosure or use. The term "person" as used in this agreement shall be broadly interpreted to include, without limitation, any individual, corporation, company, partnership, or other entity.

3. Document Ownership. It is expressly understood and agreed that any and all documents provided to you by the ADOC, or the ADOC's designee on its behalf, shall be deemed to be the property of the ADOC.
4. Return of Information. You shall return all Confidential Information to the ADOC immediately upon the its request, and no copies shall be retained by you or your representatives.
5. Notice of Attempts to Compel Disclosure. If you or your representatives are requested or required to disclose any Confidential Information, it will promptly notify the ADOC, Office of the General Counsel, of such request or requirement so the ADOC may seek an appropriate protective order or waive compliance with provisions of the Agreement. You will exercise your best efforts to assist the ADOC in obtaining a protective order and in providing other reliable assurance that confidential treatment will be accorded the Confidential Information.
6. Remedies. In the event of a breach of this Agreement by you or your representatives, the ADOC shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall be in addition to all other remedies available at law or equity to the ADOC.
7. Jurisdiction and Governing Law. You consent to personal jurisdiction in any action brought in any court, federal or state, within the State of Alabama having subject matter jurisdiction arising under this Agreement. The Agreement shall be governed and construed in accordance with the internal laws of the State of Alabama applicable to such agreements.

Agreed and Accepted

By: _____ Signature: _____

Title: _____ Company: _____

Date: _____