Washington State
Department of Transportation

CONFIDENTIALITY AGREEMENT

As a condition of participating in activities of the Washington State Department of Transportation – Aviation Division, Emergency Services Program , or having access to information and as indicated by my signature below, **I agree to be bound** by the terms of this Confidentiality Agreement ("Agreement").

Confidential/Sensitive information includes but is not limited to investigative information, status/location of victims/injured subjects, unsubstantiated data regarding mission or operations. Information provided by witnesses', law enforcement, family members, other government agencies, maps, diagrams, briefing papers, notes, photographs, electronic data, electronic media, or computer simulations, used during any WSDOT Aviation Emergency Services Operations missions or training.

With respect to such confidential information encountered through my work with the Aviation Emergency Services Program, I agree as follows:

1. To treat all such information as confidential and not to share such information with others;
2. To use such information only to the extent necessary to perform mission duties as assigned, and for no other purpose;
3. To not remove, alter or conceal markings that reflect handling instructions or the sensitivity of such information;
4. To disclose such information only after asking for and receiving authorization from WSDOT.
5. To take all steps necessary to protect such information from unauthorized use, reproduction, and disclosure in accordance with this Agreement and the laws, regulations and directives applicable to emergency air operations information; and, at a minimum, to protect such information to the same extent and manner I would use to protect my most valuable or proprietary information;
6. To promptly report any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation of which I have knowledge, whether personally involved or not, to the WSDOT Aviation Emergency Services Program manager.
7. That if I violate the terms and conditions of this Agreement, such violation may result in the termination of my participation in Aviation Emergency Services program, in addition to other sanctions available under the law;
8. That the WSDOT and the State of Washington, may seek to enforce this Agreement in a court of law, seeking any available remedy including but not limited to an application for a court order prohibiting disclosure of this information.

In ending my association with and/or involvement in the WSDOT Aviation Emergency Services Program, I freely acknowledge and agree that I am still bound by the terms and conditions of this Agreement. I reaffirm my obligations under this Agreement in good faith, without mental reservation or purpose of evasion.

_____	_____	_____
TYPE OR PRINT NAME	SIGNATURE	DATE