

CERTIFICATION OF COMPLIANCE WITH CONFIDENTIALITY PROCEDURES

The Non-Disclosure Agreement entered into between the New Jersey Department of Environmental Protection ("DEP") and NAME (and Address) on DATE requires the submission of documentation of written procedures for protecting the confidentiality of Confidential Information. This certification shall serve in lieu of this required submission.

The undersigned hereby certifies the following:

1. NAME has established a listing of individuals by title who will be working on the Subject Activities, their functions, and reasons for inclusion on the team. This listing is attached, and will be resubmitted to DEP inclusive of any changes prior to their occurrence.
2. Each of these individuals has received a confidentiality briefing that included a discussion of the following:
 - a. Advisement that unauthorized disclosure, retention or negligent handling of the information could cause damages.
 - b. Advisement not to disclose information to anyone else without verification that the potential new recipient of DEP Confidential Information has been approved for access.
 - c. Advisement not to discuss DEP Confidential Information outside of the work site or with those not approved by DEP for access.
 - d. Advisement not to reveal their computer password or leave their computer unattended when logged in.
 - e. Advisement not to remove DEP Confidential material off site.
 - f. Advisement of the approved method of on-site storage of Confidential Information.
 - g. Advisement of the importance of vigilance and reporting suspicious activities (e.g., receiving unusual inquiries from people or companies asking about things related to this

project or DEP activities) and security breaches to corporate security (or equivalent) and for corporate security (or equivalent) to refer all such reported activities to law enforcement officials.

- h. Advisement not to disclose personal information, consistent with applicable law.
- i. Advisement that documents/data must be kept in secure locations that prevent unauthorized or inadvertent disclosure, which shall require restricting access to computers, firewall protection, intrusion detection systems, and other security.
- j. Advisement of procedures for notifying DEP immediately upon the discovery of any unauthorized use or disclosure of any Confidential Information or any other breach of this Agreement on its part.
- k. Advisement of the requirement that during the term of this Agreement, and at all times thereafter, without the prior written consent of the DEP, it shall not use, for its benefit, or the benefit of any other person, any Confidential Information.
- l. Advisement not to release or provide any Confidential Information to any third party, including any subcontractor, unless or until such time that DEP authorizes such release and such third party or subcontractor executes a Confidentiality Agreement with the DEP which requires the party to abide by the terms of this Agreement.
- m. Advisement that any Confidential Information received from the DEP may not be reproduced or redistributed for use by anyone without first obtaining written permission from the DEP, and further that any use, copying, distribution, sale or offering of Confidential Information in any form, without prior express written authorization from the DEP, will be considered a violation of this Agreement.

In addition, such conduct may be prosecuted to the maximum extent allowed by law.

- n. Advisement that any Confidential Information, including permitted copies, shall be deemed to be the exclusive property of the DEP and abide by the following provisions with respect to the treatment, duty of care, protection, and disclosure of Confidential Information: (a) only use Confidential Information as provided by this Agreement; (b) only disclose the Confidential Information to its employees or legal representatives who have a need to know, (c) treat the Confidential Information with the same degree of care that it would afford to its own Confidential Information of a similar nature, but no less than reasonable care; (d) have no right, title, or interest in the Confidential Information except as provided for in this Agreement; (e) notify the DEP within twenty-four hours after its discovery of any loss or unauthorized disclosure or use of the Confidential Information; (f) not remove, modify or obliterate any confidentiality, privilege, copyright, trademark, or other proprietary rights notice from the Confidential Information; and (g) return any and all Confidential Information to DEP immediately upon termination of this Agreement.
- o. Advisement that any disclosure or use of any Confidential Information in violation of this Agreement may cause the DEP irreparable harm, the amount of which is difficult to estimate, making any remedy at law or in damage inadequate and that the DEP has the right to obtain, from any court of competent jurisdiction, specific performance or other temporary or permanent injunctive relief for any breach or threatened breach of this Agreement. Any use, copying, distribution, sale or offering of this data in any form for purposes not connected with this Agreement, will be considered a violation of this Agreement and may result in Agreement termination and suspension or debarment

from State contracting. In addition, such conduct may be reported to the State Attorney General for criminal prosecution to the extent allowed by law. This right shall be in addition to any other remedies available to the DEP in law or in equity.

- p. Advisement that DEP information and information/data related to the DEP information shall be maintained in a manner consistent with DEP records retention schedules, and if applicable, any litigation hold requirements.
 - q. Advisement that NAME may be called upon by DEP to provide documents/data in response to Open Public Records Act requests received by DEP or in related litigation matters that may occur.
3. NAME shall limit and/or prohibit, consistent with applicable law, the distribution of personal information for those personnel working on the litigation.
 4. NAME shall control and store documents/data (both paper and electronic) in secure locations, which shall require restricting access to NAME computers, firewall protection, intrusion detection systems, and other security.

NAME

Date: _____

By: _____

Title: _____