



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT SENSITIVE SECURITY INFORMATION

Date _____

Contract Number

Contract Name

Task Number

Task Description / Title

1. I, _____, an employee of
Employee Name

_____ ("Contractor").

Contractor

2. Contractor, under contract (the "Contract") with Denver International Airport, is executing the acceptance of its responsibilities for Airport Security at Denver International Airport (referred to herein as the "City").

3. Pursuant to the Contractor's work for the City under the Contract, the Contractor has and will request that the City provide it with various documents or other records (collectively, "documents").

4. I understand the following with respect to any documents, or information therein, that are provided by the City to me, or which come into my possession pursuant to the Contractor's work for the City:

- A. These documents may be considered Sensitive Security Information ("SSI") under applicable federal regulations;
- B. These documents may be protected from disclosure under the Colorado Open Records Act;
- C. These documents may be protected from disclosure under the federal Freedom of Information Act.
- D. These documents are considered by the City to contain information that is vital to the security and safe operation of Denver International Airport, whether or not these documents are otherwise classified by any other entity or law as containing such information.
- E. These documents are considered by the City to possibly contain information that is commercially or financially sensitive or which is a trade secret.

5. I agree to the following with respect to any documents, or information



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therein, that are provided by the City to me, or which come into my possession pursuant to the Contractor's work for the City.

- A. I will safeguard these documents and the information therein, to prevent inadvertent disclosure of them by keeping the documents under the control of authorized persons, when in use, and stored the documents in a secure container, such as a locked desk, file cabinet or locked room when not in use;

- B. I will not release these documents, or the information therein, to any party, company, person, organization or entity for any reason that does not expressly serve the Contractor's obligations to the City under its contract with the City, as determined by the Contractor's employee with appropriate supervisory and decision-making authority;

- C. I will not release these documents, or the information therein, pursuant to the request under the Colorado Open Records Act or the Freedom of Information Act without affording the City the opportunities under those laws to protect these documents from disclosure;

- D. I will notify the City if a request is made for these documents, or the information therein; and

- E. I shall return, or destroy, these documents following the completion of the agreed upon contract, or following the bidding process, if not selected as the Contractor; and

- F. Specifically with regards to SSI,
 - 1) I shall comply with the broadest possible interpretation of the federal regulations in handling SSI (49 CFR § 1520, as amended);
 - 2) I shall provide the Airport with an SSI Return of Destruction Compliance Form, listing all SSI material that I have destroyed.



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6. I further understand that the City may seek appropriate legal remedies for any violation of my agreements here.

My signature below, I hereby affirm and agree to the matters set forth above.

Contractor:

Witnessed,

Print Name

Print Name

Signature

Signature

Title

Title
Manager / Project Manager
City and County of Denver
Denver International Airport

Company