

## Attachment G CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

WHEREAS, the State of Alaska (**SOA**) agrees to furnish to \_\_\_\_\_  
(company name)

(**Potential Offeror**) certain confidential information relating to policies, processes, procedures, or confidential data that is available to **SOA** employees and not normally accessible by non-**SOA** employees;

WHEREAS, **Potential Offeror** agrees to review or obtain such confidential information only for the purpose of responding to Request for Proposals 2008-0200-7480 "Time and Attendance Solution" (**RFP**), and to otherwise hold such information confidential pursuant to the terms of this Agreement;

BE IT KNOWN, that the State of Alaska shall furnish to **Potential Offeror** certain confidential information on the following conditions:

1. Upon execution of this agreement, **SOA** shall make available a USERID/password for the **SOA** enterprise directory that gives **Potential Offeror** access to information on the **SOA** web site which is normally accessible only to **SOA** employees.
2. **Potential Offeror** agrees to hold confidential any information accessed through use of USERID that would not otherwise be accessible and agrees that it shall be used only for possible response to the **RFP** and shall not be used for any other purpose, or disclosed to any third party.
3. The obligations imposed herein do not extend to information/data which is:
  - a. in the public domain at the time of receipt or it came into the public domain thereafter through no act of **Potential Offeror**;
  - b. disclosed pursuant to court order, after notification to the **SOA** procurement officer for this **RFP**;
4. **Potential Offeror** acknowledges and accepts that **SOA** may seek remedies and legal enforcement of compliance with this agreement in the event of breach.

AGREED AND ACCEPTED BY:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

For: \_\_\_\_\_  
Company