Department of Revenue

ADMINISTRATIVE SERVICES DIVISION





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State of Alaska Department of Revenue (DOR) Contractor's Agreement Regarding Use of DOR Information Upon Termination of Contract

As a contractor hired by the State of Alaska Department of Revenue (DOR), I hereby agree, upon the termination of my contract, to treat all confidential information in my possession or control as follows:

1. NO IMPROPER USE OF CONFIDENTIAL INFORMATION

I am aware of confidentiality laws governing PFD information and agree that, upon termination of my contract with DOR I will not disclose any of the confidential information, as defined in AS 40.25.100 and AS 43.05.230 as well as described in AS 43.23.110.

2. NO IMPROPER USE OF PROPRIETARY INFORMATION

I understand that any work product developed by me or my co-workers during my contract with the DOR is the property of DOR and I agree I will not use, lecture upon, or publish any of the proprietary work product (defined below) unless the Commissioner of the Department of Revenue expressly authorizes such use in writing. "Proprietary work product" includes, but is not limited to, software, workbooks, economic models, work papers, charts, graphs, reports and other analyses created by me or my co-workers during the term of my contract.

3. RETURN OF STATE OF ALASKA, DEPARTMENT OF REVENUE PROPERTY

Prior to the termination of my contract with DOR, I will not alter or destroy and will return to DOR any work papers, notes, memoranda, devices, storage media (including software), documents and computer printouts, together with all copies thereof, and any other materials in my possession containing or disclosing confidential information located at any and all locations to include but not be limited to my normal work location and personal residence.

4. DESTRUCTION OF CONFIDENTIAL INFORMATION RESIDING ON PERSONAL COMPUTERS AND OTHER PERSONAL STORAGE DEVICES INCLUDING BUT NOT LIMITED TO CELL PHONES, AND TABLET COMPUTERS

Upon termination of my contract with the DOR, I further agree that any DOR information, confidential or otherwise, obtained during my contract with DOR and located at my personal residence or residing on personal computers, cell phones and other personal storage devices to include but not be limited to, State of Alaska work files and models must first be copied to a state owned storage device, delivered to DOR and then be permanently deleted from the personal computer, cell phone or other personal storage devices.

_5. LEGAL AND EQUITABLE REMEDIES

Because I have access to and am acquainted with the information, confidential or otherwise, in the possession of DOR, the State of Alaska shall have the right to enforce this agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond, without prejudice to any other rights and remedies that the State of Alaska may have for a breach of this Agreement.

Signature

Date

Print Name

Contracting Agency