



Mark Gordon  
Governor

# WYOMING Department of Transportation

*"Providing a safe, high quality, and efficient transportation system"*

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



K. Luke Reiner  
Director

## Computer Environment Access & Non-Disclosure Agreement

THIS AGREEMENT made between Wyoming Department of Transportation ("WYDOT") and the vendor or contractor signing below.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of granting access to the WYDOT computing environment the parties hereto agree as follows:

1. The Contractor certifies that they are lawfully employable in the United States, and that they have or will complete a criminal background check before they are granted access to the WYDOT computing environment.
2. The right title and interest to all documents, data compilations, reports, computer programs, photographs, and any other work provided to, accessed by, or produced by the Contractor solely in the performance of their work for WYDOT, shall remain the exclusive property of WYDOT, and the information shall be held in trust and confidence by the Contractor. WYDOT shall retain title to all tangible media on which the information resides, including documentation, diskettes, and all copies thereof. No interest, license or any right respecting the information, other than expressly set out herein, is granted to the Contractor under this agreement, by implication or otherwise. Further, the Contractor shall not use the information provided in any manner except as reasonably required for the purpose of this agreement.
3. Contract and other information may be released in compliance with the federal Freedom of Information Act (FOIA), 5 U.S.C. § 552,45 (and related amendments and federal regulations) and Wyo. Stat. § 16--4-201 et seq., the Wyoming Public Records Act and other applicable federal and State statutes and regulations, where applicable. Claims of confidentiality or other exceptions to public disclosure are the responsibility of the Contractor.
4. By accessing and using this computing environment, the Contractor is consenting to system monitoring of WYDOT's systems for law enforcement and other purposes. Users shall have no expectation of privacy. Unauthorized use of, or access to, this computing environment may subject the Contractor to State and Federal criminal prosecution and penalties as well as civil penalties.
5. The Contractor is required to be aware of, and comply with all applicable laws and regulations, not limited to the Wyo. Stat. § 6-3-501 (ARTICLE 5 - COMPUTER CRIMES), the Wyo. Stat. (WS § 16--4-201 thru 205) (ARTICLE 2 - PUBLIC RECORDS), and the information technology policies and procedures of WYDOT and the State of Wyoming (<http://ets.wyo.gov/resources/policies-and-standards>).
6. The Contractor shall use all reasonable efforts to protect WYDOT's interest in the information and keep it confidential, using a standard of care no less than the degree of care that the Contractor would be reasonably expected to employ for its own similar confidential information. In particular, the Contractor shall not, directly or indirectly, disclose, allow access to, transmit or transfer the information to a third party without WYDOT's prior written or oral consent.
7. The Contractor shall, upon request of WYDOT, and in any event upon completion of the work, immediately return the information provided and all copies thereof in any form whatsoever to WYDOT, or destroy same as directed by WYDOT, and furnish to WYDOT a certificate of a senior officer attesting to such return or destruction.

8. Access granted to the Contract will expire after the period of one (1) year from the date of signature on the Computer Environment Access & Non-Disclosure Agreement. Upon completion of another Computer Environment Access & Non-Disclosure Agreement, access will be reinstated for the period of another one (1) year.

IN WITNESS WHEREOF, the parties have executed this Agreement and by signature below represent the "Contractor" party to this Agreement.

\_\_\_\_\_  
Type / Print User Name

\_\_\_\_\_  
Type / Print User Email Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Please Type / Print**

Company Name: \_\_\_\_\_

Representative Name: \_\_\_\_\_

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

Representative Phone: \_\_\_\_\_