

Iowa Division of Intelligence and Fusion Center

**INFORMATION-SHARING
NON-DISCLOSURE AGREEMENT**

I, _____
[please print First Name, Middle Initial, Last Name]

of _____
[please print name of entity, organization, agency or association]

a willing partner with or participant in the Iowa Division of Intelligence and Fusion Center, intending to be legally bound, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain information that is deemed confidential under state or federal law.

I acknowledge that I will have access to certain confidential information issued by state or federal agencies regarding homeland security or criminal matters, and I attest that I will abide by all restrictions, whether oral or written, regarding the protection and dissemination of such confidential information.

I attest that, in protecting confidential information provided by a state or federal agency, I will ensure that the information, whether provided in either electronic or paper form:

- Will be stored in a location that is not accessible to the public or to unauthorized personnel.
- Will not be disseminated over the open internet.
- Will not be shared with or transferred to persons who are not authorized to receive the information.
- Will not be shared with the general public or with the media.
- Will be handled in strict accordance with the written guidelines or any oral guidelines regarding dissemination, handling or storage.
- Will not be altered in any way when dissemination of the information is authorized.

I attest that I will abide by any and all procedures for handling and disseminating any and all confidential information that is provided by a state or federal agency.

I agree that I will promptly report to the appropriate official any loss, theft, misuse, misplacement, unauthorized disclosure, or any other security violation of which I have knowledge, regardless of whether I am personally involved. I also understand that my anonymity will be kept to the extent possible when reporting a security violation.

I acknowledge that if I violate any of the terms or conditions of this Agreement, such violation may result in the cancellation of my access to the information covered by this Agreement. I acknowledge that my violation may serve as a basis for injured parties to receive reparations for damages from me in a court of law.

This Agreement is made and entered into for the benefit of the Iowa Fusion Center and its partners, and may be enforced by the State of Iowa or its municipal or county subdivisions, or by any authorized entity, organization, agency or association, including any official stakeholder that is damaged by the release of confidential, proprietary, classified, or business sensitive information, trade secrets, or information exempt from public disclosure to an authorized party.

I acknowledge that by granting me access to information pursuant to this Agreement, the State of Iowa and its county or city subdivisions, or any entity, organization, agency or association that is a signatory to a Fusion Center Information-Sharing Non-Disclosure Agreement, may seek any legal remedy available to enforce this Agreement, including but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

I agree that I will not upload documents(s) to the Homeland Security Information Network-Iowa (HSIN-IA), but that I have the option to send documents to the HSIN-IA administrators for their approval and upload. I am aware that violation of this rule will result in the immediate loss of access to HSIN-IA.

I acknowledge that if I violate the terms and conditions of this Agreement, I could be subjected to administrative, disciplinary, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved and neither the State of Iowa nor any other government agency or private entity has waived any statutory or common law evidentiary privileges or protection they may assert in any administrative or court proceeding to protect any sensitive, propriety, or business confidential information to which I have been given access under the terms of this Agreement.

I understand that unless and until I am released in writing by an authorized representative of the State of Iowa, or the original owner/provider of the particular category of information, all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted access, and at all times thereafter.

Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

My execution of this Agreement shall not nullify or affect in any manner any other secrecy or non-disclosure Agreement which I have executed or may execute with federal or state government agencies, or any other official stakeholder involved in the Fusion Center.

Signing this Agreement does not bar disclosure to Congress, an authorized official of an executive agency, the Department of Justice, or state and local law enforcement officials that are essential to reporting a substantial violation of the law.

I represent and I warrant that I have the authority to enter into this Agreement, and that I have the authority to bind my entity, organization, agency or association.

I have read this Agreement carefully and my questions, if any, have been answered.

Typed/Printed Name: _____

Entity, organization, agency or association: _____

Telephone Number: _____

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature

Date