

Nebraska Crash Analysis Software Confidentiality Agreement (External Request)

This Confidentiality Agreement defines the duties and responsibilities of all persons, who have access to information contained in the Nebraska Department of Transportation's (*the Department*) Nebraska Transportation Information Portal (NTIP), AASHTOWare Safety, and other electronic or paper sources of motor vehicle crash data.

Under federal law, 23 U.S.C §407, the Department is authorized to protect all information contained in motor vehicle crash records, including personal information, sensitive personal information, intersection collision diagrams, crash geocode maps, calculations, charts, reports, and crash text files that are generated by or accessible through the Nebraska Transportation Information Portal (NTIP) and AASHTOWare Safety from public disclosure.

In the course of business, it may be necessary for individuals, officers, employees, agents, and/or contractors employed by, working with, or contracting with the Department or for those working in the public interest to have access to motor vehicle crash data from the NTIP, AASHTOWare Safety, or from other electronic or paper sources. Those who have been given access to this information by the Department are required to keep the contents confidential, and, therefore, agree to the following terms and conditions of use. Nothing in this Agreement shall be construed as a waiver by the Department of its ownership of said data or of its rights to protect said data from further disclosure by the receiving party.

I. Confidential Information Covered by this Agreement

Confidential Information under this Agreement shall include:

1. Personal information: includes an individual's driver identification number (*driver's license number, license plate number, or title number*); name, address, excluding zip code, and telephone number.
2. Sensitive personal information: includes an individual's operator's license photo or image, social security number, and medical or disability information.
3. Intersection collision diagrams generated by the software.
4. Text files of crashes generated by the software.
5. Geocode maps: maps that are generated by the software.
6. Calculations, charts, and reports generated by the software.

II. Agreement Terms and Conditions

1. **Agreement to Maintain Confidentiality.** I agree that neither I, nor anyone operating on my behalf, will disclose or use, in any manner, any confidential information obtained from the NTIP, AASHTOWare Safety, or from other electronic or paper sources unless:
 - a. Required to do so in order to conduct the normal course of business of the Department of Transportation, with the disclosure or use only within the Department of Transportation, or preapproved work site, or
 - b. Expressly authorized to do so by the Department of Transportation in writing, or
 - c. Expressly ordered to do so by a court of law.

- 2. Agreement to Return Confidential Materials.** I further agree, upon the ending of my employment or contract with the Department of Transportation, to deliver promptly to my supervisor all copies of motor vehicle records, intersection collision diagrams, crash geocode maps, crash analysis software generated outputs, and/or crash text files within my custody or control, or within the custody or control of anyone operating on my behalf.

III. Acknowledgement

I further understand that failure to comply with this agreement could result in the following penalties for unauthorized access to confidential information obtained from the NTIP, AASHTOWare Safety, or from other electronic or paper sources:

1. For each day of noncompliance, an Agency may be subject to a \$5,000.00 fine. I agree to indemnify and hold harmless the Department for any fines that may arise from my non-compliance with this agreement.
2. Any person requesting the disclosure of personal information from Department records who misrepresents his/her identity or makes a false statement to the Department on any record request shall be guilty of a Class IV felony.
3. Any officer, employee, agent, or contractor of the Department that knowingly discloses or knowingly permits disclosure of sensitive personal information shall be guilty of a Class I misdemeanor.

I further understand that failure to comply with this agreement may also result in legal and/or disciplinary action against me or the agency/entity with which I am associated, including, but not limited to, termination of employment or agreements with the Department.

Either Party may terminate this Agreement at any time with immediate effect by written notice through electronic transmission to the other Party.

Gary R. Young, Jr

Name Seeking Access (printed)

Signature

Date

Tom Ourada

Supervisor/Manager (printed)

Supervisor/Manager (Signature)

Date

Access Granted by Traffic Engineering Division, Highway Safety Section:

Highway Safety Section Authorized Representative

Date

Received by Project Development Agreements only.

Project Development Agreements Manager

Date

A copy of this document shall have the same force and effect as the original.

Retention:

Contractor – Attach to contract

All Others – Retain in separate file by PD Agreements