



STATE OF NORTH CAROLINA
DEPARTMENT OF INFORMATION TECHNOLOGY

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY AND STATE CHIEF INFORMATION OFFICER
NC DEPARTMENT OF INFORMATION TECHNOLOGY

Non-Disclosure Agreement
DIT and Other Government Employees and Third-Party Providers¹

I have read this agreement and I agree to comply fully with the following terms and conditions.

As a DIT employee, an employee of another government agency, or as a Third-Party Provider to DIT or another government agency, I agree that signing this Non-Disclosure Agreement and fully complying with all the terms and conditions are requirements for working at DIT. Further, compliance with this agreement by a Third Party Provider is material to the performance of the contract between DIT and the Third-Party Provider or the other government agency and its Third Party Provider.

1. DIT holds government records of other agencies for the purposes of storage or safekeeping or to provide data processing. For purposes of the Public Records Law, DIT is not a custodian of any records generated on behalf of another agency.
2. Only a custodian of records can decide when records can be made public. A custodian of records is a public official in charge of the government agency that generated the records. Only public officials or their designees are authorized to release records to the public. Neither a DIT employee nor a Third Party Provider is authorized to release government records of other agencies. Employees of other government agencies and their contractors must comply with both this requirement and their specific agency's requirements, as applicable.
3. Information that belongs to agencies may include highly sensitive and confidential data. In many instances, improper release or use of other agency information by a DIT or other government employee or Third Party Provider is a crime.
4. DIT employees and Third Party Providers also have no authority to determine whether a record is public or not. Only the agencies that store their records with DIT can make that determination for their records and only the management at DIT can make that determination for DIT records.
5. **DIT employees and Third Party Providers are not permitted to release records or information contained in records that belong to other agencies. Requests for such information must be channeled through the DIT supervisor to the DIT Public Information Officer for action according to DIT policy. Employees of other government agencies and their contractors must comply with both this requirement and their specific agency's requirements, as applicable.**
6. **SPECIAL PROVISION. TAX INFORMATION.** As part of my duties as a DIT or other government employee or third-party provider and as required by statute, I may be performing tasks involving use or storage of confidential state and federal tax information. As such an employee or third party provider, I may be subject to substantial civil and criminal penalties imposed by various state and federal statutes (North Carolina G.S. §105-259 and the Internal Revenue Code, 26 U.S.C. §§6103, 7213, 7213A, 7413) for unauthorized disclosure or inspection of tax information. Moreover, I may be requested by other persons to

¹Third party providers are non-state employees, such as vendors, suppliers, individuals, contractors, and consultants, including their employees and agents, responsible for providing goods or services to the state. In order to perform the requested services, a third party may require access to information technology assets and access to agency information determined to be valuable to operations and/or classified as confidential by law.

provide access to tax data. Because this may be a violation of the statutes cited above, I agree to seek authorization from appropriate Department of Revenue officials before granting access to tax records to other individuals.

7. SPECIAL PROVISION. PERSONALLY IDENTIFIABLE HEALTH INFORMATION. As part of my duties as a DIT or other government employee or third-party provider and as required by statute, I may be performing tasks involving use or storage of confidential state and federal personally identifiable health information that is protected from disclosure under federal rules adopted under the Health Insurance Portability and Accountability Act of 1996 and state law. As such an employee or third party provider, I acknowledge and agree that I may be subject to substantial civil and criminal penalties imposed by various state and federal statutes (including but not limited to North Carolina G.S. §122C-52 and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 104th Congress) for unauthorized disclosure or inspection of personally identifiable health information as well as personnel disciplinary action. Moreover, I may be requested by other persons to provide access to this health data. Because this may be a violation of the statutes cited above, I agree to seek authorization from appropriate agency officials before granting access to health records to other individuals.
8. SPECIAL PROVISION. CRIMINAL JUSTICE INFORMATION. As part of my duties as a DIT or other government employee or third-party provider and as required by statute, I may be performing tasks involving use or storage of confidential state and federal criminal records information. As such an employee or third party provider, I acknowledge and agree that I may be subject to civil penalties imposed by federal Privacy Act of 1974, 5 U.S.C. § 552a, as amended, for unauthorized disclosure or inspection of criminal record information as well as personnel disciplinary action. Moreover, I may be requested by other persons to provide access to the criminal record information. I agree to seek authorization from appropriate agency officials before granting access to criminal records information.

Because of the above restrictions on use of information stored at DIT, I agree not to release any information that I access at DIT without proper authority or permission. I agree that I will take appropriate steps to protect confidential data within my custody from inadvertent release. I further agree not to discuss information obtained from the databases and not to use the databases except in compliance with the Department of Information Technology Policy Manual or, if I am an employee of another government agency, in compliance with that agency's requirements, as applicable.

As a DIT or other government agency employee, I acknowledge and agree that failure to comply with the non-disclosure agreement may result in personnel action. As a Third Party Provider, I acknowledge and agree that failure to comply with this non-disclosure agreement may be considered a material breach of the contract and will result in denial of access to information at DIT. As stated above, in some instances failure to comply with the non-disclosure agreement may subject me to criminal prosecution.

AGREED, this _____ day of _____, 201 . I also acknowledge that I have been provided a copy of this agreement.

Employee Name Printed

Employee of Third Party Name Printed

Employee Signature

Employee of Third Party Provider Signature

Division/Agency: _____

Company Name: _____

Statutory Authority: N.C. §132-2

cc: DIT Information Security Office
cc: Signatory