Attachment M. Westat Insight Information Security and Confidentiality Pledge

I certify that I have reviewed the documents listed in Appendix A that describe Westat Insight’s Information Security Plan (ISP). I also certify that Westat Insight’s Data Security Officer (DSO) has provided me with the opportunity to ask questions about the ISP, and that I understand and will abide by the policies set forth in the ISP.

I understand that all information deemed confidential, restricted, or controlled is to be handled according to the policy established in the ISP. I agree that I will not reveal any information deemed confidential, restricted, or controlled, regardless of how or where I acquired it, to any person unless such person has been authorized by the cognizant Westat Insight Project Director or DSO. I also understand that any approved transfer of information must be conducted according to the ISP policy.

I further understand that the unauthorized access to, use, or disclosure of any confidential, restricted, or controlled information is a breach of the terms of my employment, or my consultant agreement with Westat Insight and may subject me to court action by any interested party or to other sanctions by Westat Insight. I acknowledge that this agreement shall continue to bind me even after the projects are completed and/or even if my employment or my consultant agreement with Westat Insight terminates, until and only if the confidential, restricted, or controlled information becomes classified as public information.

Other than in the course of my authorized employment or my consultant agreement, I further agree that I will not use, nor facilitate the use by any third party, in any way any information deemed confidential by the terms of any contract or other written agreement between Westat Insight and any other organization, except by written authorization by both parties. It is my understanding that Westat Insight and the contracting organization(s) have the exclusive right to all information acquired or developed under such a contract or other written agreement. I acknowledge that I acquire no right, title, or interest in and to any data or information to which I have access by reason of my employment or my consultant agreement and that I may not remove such data from my assigned work location without prior authorization. I acknowledge that any such use or facilitation may subject me to court action or other sanctions by Westat Insight as deemed appropriate.

I agree that I will immediately notify the Westat Insight DSO of any unauthorized disclosure, use, or alteration of confidential information that I observe or have a reasonable belief may have occurred.

Nothing herein shall be construed to prevent divulgence of information to any court or governmental agency, provided such divulgence is required by law. However, if I am subpoenaed, or if I have reason to believe that I may be called upon to make such divulgence, I agree to notify both of Westat Insight’s Principals promptly in writing and, upon their request, to cooperate in all lawful efforts to resist such divulgence.

|  |  |
| --- | --- |
| Name: | Signature: |