

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**OFFICE OF THE INSPECTOR GENERAL**  
Confidentiality and Non-Disclosure Agreement  
Acknowledgment of Fuginet System Security Information

**Name:** \_\_\_\_\_ **DL#** \_\_\_\_\_

**Department:** \_\_\_\_\_ **Position:** \_\_\_\_\_

For and in consideration of the mutual benefits to be derived from operation of The Fuginet System, I hereby agree to the following:

1. **Proprietary Interest/Copyright Protection.** I understand that the Fuginet System has been devised by the Texas Department of Criminal Justice ("TDCJ") Office of the Inspector General and that the ownership and proprietary interest in same is governed by that entity regarding its development. I acknowledge that neither me nor my employer have an proprietary interest in the Fuginet System and that it has been developed as a proprietary program, application, or trade secret. I agree to hold and use Fuginet System and the information obtained thereby in strict confidence and will not divulge, nor permit myself or others under my supervision to divulge any data or information relating there to Any copyrighted material, including but not limited to, commercial computer software that may be made available during the course of using The FUGINET SYSTEM is protected by copyright laws and is **NOT** to be copied or reproduced in any manner of form without prior written permission from the copyright owner.
2. **Non-Disclosure.** Any information I receive concerning any person, system, or asset of TDCJ or the Fuginet System that is obtained from the TDCJ, Office of the Inspector General, Fuginet System is of value to the State of Texas and is considered confidential or sensitive. I will **NOT** disclose any information to any other individual or entity unless such release of information is directly related to the performance of my law enforcement duties/responsibilities. I agree that both during and after my use of the Fuginet System, I will keep confidential all information and material provided to me by TDCJ (excepting only such information as is already known to the public) and not to release, use or disclose any such information without the prior written permission of TDCJ.
3. **Security.** With respect to the Fuginet System and all related information and materials, I agree not to provide or otherwise make available any licensed program or optional material, including but not limited to flow charts, logic diagrams and source code, in any form, to any unauthorized person without prior written permission of TDCJ.
4. **Passwords.** Computer system password(s) I receive or devise are confidential. I will **NOT** disclose to any unauthorized person or entity any password(s) or post them where they may be viewed by unauthorized persons. Use of a password not issued specifically to me is expressly prohibited. I am responsible for any computer transactions performed as a result of access that is authorized by use of my password.
5. **Law Enforcement Only.** I will abide by all written conditions and restrictions imposed by the FUGINET SYSTEM Program Administrator. I will **NOT** attempt to circumvent the computer security system by using or attempting to use any transaction, software, files or resources I am not authorized to use.
6. **Other Applications.** I agree that any inventions, discoveries, developments, modifications, procedures, ideas, innovations, systems, programs, know-how, or designs developed by me during my use of Fuginet System shall be the property of TDCJ-OIG and agree further to execute applications for patents or copyrights thereof to the extent so requested by either of them and/or to assign the same to them. I agree that all of the foregoing shall be the subject of the confidentiality, non-use, and non-disclosure requirements hereof. I acknowledge that performance of this contract may result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, and ideas, and I agree that the same shall belong solely and exclusively to TDCJ-OIG without regard to the origin thereof, and that I will not, other than in the performance of this contract, make use of or disclose the same to anyone.
7. **Return of Property.** Upon termination of my access to the Fuginet System for any reason, TDCJ shall have the right immediately to obtain access to and possession of all its properties, including, but not limited to, current copies of all programs and necessary documentation, all files, intermediate materials, and supplies held by me.
8. **Breach.** I understand that any breach of the computer non-disclosure and security restrictions contained herein may result in immediate termination of access to the TDCJ Office of the Inspector General Fuginet System. Further, because any such breach will cause irreparable harm to TDCJ and will cause damages that are incapable of calculation, difficult to ascertain with any certainty, and unknown at this time, I agree that any such breach or threatened breach will subject me to the following (in addition to any and all other legal remedies to which TDCJ may be entitled):
  - a) **Injunction.** The obtaining by TDCJ of an injunction restraining me from breaching this agreement, which I agree may be obtained without showing or providing any actual damage sustained by TDCJ; and/or
  - b) **Liquidated Damages.** The assessment of damages in the amount of One Thousand and No/100 Dollars (\$1000.00) per calendar day, not as a penalty, but as liquidated damages, in lieu of all other damages, including

consequential, punitive or treble damages, which shall continue for each day that I cause or allow any such breach; and/or

- c) Criminal. Prosecution for violation of law under "Breach of Computer Security" or "Harmful Access" as defined I V.T.C.A. **Texas Penal Code**, Chapter 33, Sections 33.02 and 33.03.

9. **Monitoring.** I understand that all entries on the Fuginet System are subject to review by TDCJ and that TDCJ will periodically and randomly monitor any such entries, including E-Mail, to assure compliance with the provisions hereof.

10. **Miscellaneous.**

- a) Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- b) Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and be enforced in the County of Travis.
- c) Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.
- d) Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or effect the construction or interpretation hereof.
- e) Waiver. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of an other right. The remedies provided by law or in equity, except as expressly set forth herein.
- f) Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
- g) Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

I have read and understand the above information. I will comply with all policies, standards, and procedures adopted to safeguard information and associated resources. Further, if I become aware of violations of any of these policies, standards, or procedures, I will report them to my supervisor and the Texas Department of Criminal Justice/Office of the Inspector General Program Director.

**IN WITNESS WHEREOF**, the parties hereto have caused this **AGREEMENT** to be executed as of the date first above written.

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**Office of the Inspector General**  
**FUGINET APPLICATION**

*Bruce W. Toney*  
*Inspector General*

Complete application and non-disclosure agreement.

Fax to: OIG-Fuginet FAX: (936) 438-8935 PHONE: (936) 437-5170

**Minimum Computer Requirements**

- ◆ Windows XP or greater
- ◆ Internet Access
- ◆ Browser (Internet Explorer 8.0 or higher; Firefox 6.0 or higher)

**Agency Name:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Agency Address:** \_\_\_\_\_

**City, County, Zip** \_\_\_\_\_

**Fuginet User:** \_\_\_\_\_

**Last 4 Digits SS#:** \_\_\_\_\_ **PID #:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **FAX #:** \_\_\_\_\_

**Work E-Mail address:** \_\_\_\_\_

**Supervisor Name:** \_\_\_\_\_

**Miscellaneous Information:**

Is the computer to be used for FUGINET? Networked  Firewall  Stand-alone

Do you presently have access to TAGIT? Yes  No

Have you previously applied for access to FUGINET? Yes  No  If so, when? \_\_\_\_\_

All information obtained from this page will be used to effectively identify your agency and verify your request to obtain access to the FUGINET program.

**To be completed by TDCJ-OIG Fuginet Staff ONLY:** Law Enforcement  Non-Law Enforcement

\_\_\_\_\_  
 Approval signature \_\_\_\_\_ Date