

LETTER MUST BE ON COMPANY LETTER HEAD

Request for a LIRR Engineering Documents shall be emailed to LIRREngDocumentRequest@lirr.org

{Insert date of letter here}

Engineering Document Request
MTA Long Island Rail Road
Hillside Support Complex
93-59 183rd Street, Mail Code 3143
Hollis, NY 11423

RE: {Insert Project Name and location here, if Agency Contract must include all Contract information}

Dear Document Coordinator,

We have been retained by {insert name of company or Agency here} to prepare design documents for the above referenced project. Due to the proximity of our project to your property, it is essential that the following documents be supplied, for our design to move forward, and confirm that there is no interference with the daily operations of the Long Island Rail Road as a result of our work. We are hereby requesting the following documents:

{Insert list of all drawings requesting here}

Due to the sensitive nature of your documents, we are including a completed Metropolitan Transportation Authority (MTA) Non-Disclosure and Confidentiality Agreement as required by the MTA Security Sensitive Information Handbook Version 3.0.

Non-disclosure agreement Business Agreement.pdf
MTA_LIRR SSI NDA.pdf

If you have any questions, I can be reached at {Insert phone number} or via email {insert email address}.

Thank you,

{signature}

Print Name
Enclosure

THE LONG ISLAND RAILROAD COMPANY

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This agreement (the "Agreement") is made this ____ day of _____, 20__ by and among the Long Island Rail Road Company ("LIRR") and the Recipient identified below who requests access to information and documents related to the LIRR owned property located at _____.

For purposes of this Agreement, the Long Island Rail Road or LIRR shall be deemed to include the Metropolitan Transportation Authority.

WHEREAS, LIRR may provide certain proprietary and confidential documentation and information, including, but not limited to technical information, operating procedures, studies, reports, drawings, plans, renderings, specifications, calculations, valuation maps, and other redacted materials and information (collectively, the "Confidential Information") to Recipient; and

WHEREAS, LIRR has an interest in the non-disclosure of Confidential Information for purposes of safety and security of LIRR, its employees, and the public at large;

NOW, THEREFORE, the parties agree as follows:

1. The Recipient shall hold and maintain in confidence Confidential Information it receives from LIRR.
2. The LIRR shall not disclose any information which the LIRR in its sole discretion deems too safety or security sensitive to be released.
3. Except as may be required by law or pursuant to other written agreement, Recipient agrees not to disclose either the original or redacted Confidential Information to any person (broadly interpreted to include without limitation any corporation, partnership and individual) without the prior written approval of LIRR and to limit the disclosure of the Confidential Information to its representatives whose duties and responsibilities require the need to know the Confidential Information and then only provided that there is a clear understanding on the part of such representatives of their obligation to maintain the confidentiality of the Confidential Information in accordance with the terms hereof.
4. Recipient will not make any use of the Confidential Information for any purpose other than as expressly permitted by this Agreement or as expressly directed in writing by the LIRR.
5. All Confidential Information received by the Recipient shall remain the property of LIRR, and upon the request of LIRR, or upon termination of this Agreement, shall be immediately returned to LIRR, along with all copies, summaries and reproductions not previously destroyed.
6. No failures or delay by LIRR in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. LIRR shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement by the Recipient.

7. This Agreement may be executed in counterparts, all of which together shall constitute one and the same document and any of which shall be deemed an original without productions of the other copies.

8. This Agreement represents the entire understanding between LIRR and Recipient pertaining to the Confidential Information and any prior agreements regarding said matters are hereby superseded.

9. The obligation under this Agreement shall not apply to any portion of the Confidential Information which (i) is or becomes public knowledge through no fault of the Recipient, (ii) is legally in the possession of the Recipient prior to disclosure of it by LIRR, (iii) is disclosed to the Recipient without restriction on disclosure by a person who has the lawful right to disclose the information, or (iv) is disclosed pursuant to the lawful requirement or formal request of a governmental agency. Nevertheless, in the event that the Recipient or their representatives are requested or become legally compelled (by process) to disclose any of the Confidential Information or the fact that the Confidential Information has been made available to the Recipient or its representatives, the Recipient agrees on behalf of itself and its representatives that LIRR will be provided with prompt written notice of such requests so that the LIRR has the opportunity to pursue its legal and equitable remedies regarding such potential disclosure. Notwithstanding the waiver by LIRR of the provisions of this Agreement or its failure to obtain a protective order or other remedy, the Recipient agrees on behalf of itself and its representatives to (a) only furnish that portion of the Confidential Information which is legally required, and (b) utilize all reasonable efforts to obtain reliable assurances that the person receiving such Confidential Information will maintain the confidentiality of the same.

10. If, at any time, Recipient has reason to believe that Confidential Information has been inappropriately disclosed, Recipient will immediately report the same to LIRR.

11. Should the Recipient violate any provisions of this Agreement it is understood and agreed that the Recipient will be subject to any and all remedies available by law, including damages to compensate LIRR for the release of any of the Confidential Information.

12. This Agreement shall be governed and construed in accordance with the laws of the State of New York with regard to any conflicts of law principles.

[Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives intending to be bound thereby.

RECIPIENT

**LIRR - THE LONG ISLAND RAIL ROAD
COMPANY**

(Company/Individual Name)

(Company/Individual Address)

Print Name:_____ **Print Name:**_____

Title:_____ **Title:**_____

Signature:_____ **By:**_____

Date:_____ **Date:**_____

Notarization for Recipient:

STATE OF _____)

)ss.:

COUNTY OF _____)

On the _____ day of _____, in the year ____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**LIRR SECURITY SENSITIVE INFORMATION HANDBOOK
METROPOLITAN TRANSPORTATION AUTHORITY
NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT-INDIVIDUAL
LIRR SECURITY SENSITIVE INFORMATION**

Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to certain sensitive information (LIRR Security Sensitive Information) in connection with my participation in Metropolitan Transportation Authority/LIRR Security initiatives.

1 LIRR Security Sensitive Information. In the course of participating in LIRR Security initiatives I may be given access to or entrusted with LIRR Security Sensitive Information, and/or data belonging to or marked or considered as "LIRR Security Sensitive Information". The LIRR Security Sensitive Information and/or data that is covered by this Agreement is any information, including, but not limited to, technical information, security studies, threat correspondence, research and development activities, operating procedures, emergency services plans, studies, reports, drawing, specifications, calculations and other materials and information, that is provided by or on behalf of the LIRR to me and is conspicuously identified as LIRR Security Sensitive Information by markings, notice or otherwise.

2 Obligations of Nondisclosure. I agree that all LIRR Security Sensitive Information is of a highly confidential nature and that such information shall only be used in the performance of the LIRR Security Program or Project related business. I will not make any use of the LIRR Security Sensitive Information for any purpose other than as expressly permitted by this Agreement or as expressly directed in writing by the LIRR, and I agree that, from the date hereof and until such time the information is no longer considered LIRR Security Sensitive Information, I will hold and treat the LIRR Security Sensitive Information in the strictest confidence and will not:

A. except as required by law, directly or indirectly disclose or permit anyone to disclose such LIRR Security Sensitive Information to any other person who is not a party to an LIRR Non-Disclosure and Confidentiality Agreement of LIRR Security Sensitive Information (and in the case of a person who is a party to an LIRR Non-Disclosure and Confidentiality Agreement for LIRR Security Sensitive Information, only to the extent that such information is required in connection with the LIRR on a need-to-know basis) without the prior written consent of an authorized representative of the LIRR.

B. discuss with, disclose, release, reproduce or otherwise provide or make available the data containing LIRR Security Sensitive Information, or any portion thereof, to unauthorized employee of LIRR, Consultant and Vendor or to any person or entity (including, but not limited to subcontractor, joint venture, affiliate, successor or assignee of the Contractor) even after the completion of the contract.

C. use the data containing LIRR Security Sensitive Information except for the purpose of performing duties within the scope of his or her employment under the subject contract. Any other use, disclosure release or reproduction is unauthorized and may result in adverse personnel action including termination from employment, termination of the contract, and/or removal from the property. An unauthorized disclosure or reproduction of LIRR Security Sensitive

Copy to LIRR Document Control Officer
Copy to File (Project Manager)

Initial _____
Initial _____
Date _____

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Information will constitute a material breach of the contract, and may result in the vendor being barred from performing future work for the LIRR.

3. Protection of Information.

A. I will maintain the security of all documents, working papers, designs, and other materials related to the LIRR, which contain LIRR Security Sensitive Information in the manner consistent with LIRR document control procedures handbook. Any electronic data identified by the LIRR as LIRR Security Sensitive Information stored by in a computer shall be encrypted with a password..

B. If I receive a subpoena or discovery request or receive a Freedom of Information Law request which could reasonably be construed as encompassing any LIRR Security Sensitive Information, or am otherwise required to disclose any LIRR Security Sensitive Information, I will immediately notify LIRR thereof to permit LIRR to seek protective order or take other appropriate action. I will also cooperate in LIRR's efforts to obtain a protective order or other assurance that secure treatment will be afforded the LIRR Security Sensitive Information. In the absence of the protective order, I may disclose to the party compelling the disclosure only the part of the LIRR Security Sensitive Information as is required to be disclosed (in which case, prior to such disclosure, I will advise and consult with LIRR and its Security Officer as to such disclosure and the nature and wording of the such disclosure) and I will use my best efforts to obtain confidential treatment thereof.

C. I agree that LIRR Security Sensitive Information will not be shared with any other employee of the vendor unless prior authorization of the Project Manager is obtained. Each person to whom any LIRR Security Sensitive Information is disclosed, consistent with the terms of this Agreement shall be provided a copy of this Agreement and shall certify that he or she will abide by the terms of this Agreement by a Non-Disclosure and Confidentiality Agreement. No person to whom disclosure is made shall divulge any such information to any other person except as provided herein.

I agree that if at any time I discover that LIRR Security Sensitive Information has been inappropriately disclosed. I will immediately report the same to the LIRR.

Return of Information. Upon the earlier of LIRR's written request or completion of my need for such information, any and all LIRR Security Sensitive Information obtained from the LIRR or produced by me or Vendor and all copies thereof, and all writings and materials describing, analyzing or containing any LIRR Security Sensitive Information, including electronic information and all copies thereof, shall be promptly delivered by the vendor to LIRR at the vendor's expense. Any electronic information stored or maintained on vendors hard drives or servers shall be deleted and no backup shall be maintained. I may retain copies of such information in accordance with the requirements of this Agreement if (a) such retention is required for professional reasons and (b) I have received the express written consent of the LIRR Security Officer for such retention.

Copy to LIRR Document Control Officer
Copy to File (Project Manager)

Initial _____
Initial _____
Date _____

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Term. I understand that my obligations under this Agreement will be perpetual or until such time the information is de-classified as LIRR Security Sensitive Information by the LIRR, in writing.

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

I acknowledge that the unauthorized disclosure and handling of the LIRR Security Sensitive Information could cause substantial damage and expose LIRR and its facilities and customers to significant danger and could result in civil or criminal fines and penalties.

I acknowledge that the obligations of confidence required hereunder are extraordinary and unique and are vital to the security and well-being of LIRR and its customers and that damages at law may be an inadequate remedy for any breach or threatened breach of this Agreement. LIRR shall be entitled, in addition to all other rights or remedies, to seek injunctions restraining such breach, without being required to show any actual damage or to post any bond or other security.

This Agreement shall be governed by and construed in accordance with laws of the State of New York, without reference to its conflicts of laws principles.

Name

Signature

Date

Employer

Witness (Print)

Signature

Date

Copy to LIRR Document Control Officer
Copy to File (Project Manager)

Initial _____
Initial _____
Date _____