



## SAFETY PROGRAMS

### RESTRICTED USE CONFIDENTIAL RECORDS AGREEMENT

In accordance with ADOT policy SUP-4.01, 1.06.b(l) and promotion of roadway safety program development, ADOT agrees to furnish Authorized Requesters (governmental entities) with certain ADOT records maintained in accordance with ARS 28-670: RECORD DESCRIPTION –ADOT copies of Arizona Crash Reports – without redactions.

The Arizona Crash Reports contain personal identifying information (PII). The reports are required by the governmental entity to fulfill evaluation of roadway segments for safety projects. Due to the volume of responsive reports and timeliness of providing the reports to the entity, ADOT and entity agree to enter into this non-disclosure agreement. Entity will not release, copy, or otherwise utilize any personal identifying information contained in the Arizona Crash Reports. Entity agrees that the PII is not information required for the study. The parties agree that redaction of PII would delay the release of the reports for entity's analysis, therefore entity agrees to the terms of this non-disclosure, Restricted Use Confidential Record Agreement.

The entity agrees to the following terms and conditions:

1. Agrees to hold in trust and confidence, any confidential information provided by the ADOT, and agrees that it shall be used only for improvements to roadway facilities, and shall not be used for any other purpose or be disclosed to any third party without the express written authorization by ADOT;
2. Shall be responsible for the security and safeguard of confidential records; Shall not disclose records to any employee who does not have a bona fide need for access;
3. Shall not copy, reproduce or share confidential records;
4. Shall not dispose of confidential records in a manner to be retrieved by any person;
5. Agrees to indemnify, defend and hold the ADOT, it's directors, officers, employees or agents harmless from and against any claims, damages, losses, liabilities and costs relating in any manner, directly or indirectly, to the use of such records; with respect to any and all third party claims Entity further waives any and all rights to any type of express or implied indemnify against ADOT, its directors, officers, employees or agents; and in the event that a suit is necessary to enforce any of the provisions herein contained, ADOT shall be entitled to reasonable attorney's fees in addition to costs.
6. Shall return the ADOT Arizona Crash Reports in CD format and/or hardcopy, if any, to **ARIZONA DEPARTMENT OF TRANSPORTATION, RSA Program Administrator, 1615 W. Jackson St., Phoenix, AZ 85007** upon completion of intended use no later than: **90 days from receipt of records** and will not retain any portion the records;

ADOT: Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Agency: Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Pursuant to 23 USC §409, notwithstanding any other provision of law, this/these report(s), and all updates including any surveys, schedules, lists, or data on which it or they are based were compiled and collected for the purpose of identifying, evaluating, and planning safety enhancement of potential accident sites or hazardous roadway conditions which may be implemented utilizing Federal-aid highway funds and therefore are not subject to discovery or admissible into evidence in a Federal or State court proceeding and may not be considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data