

**ATTACHMENT E-1**  
(Standard/Interagency Agreement)

**VENDOR/CONTRACTOR CONFIDENTIALITY STATEMENT**

Information resources maintained by the State of California Employment Development Department (EDD) and provided to you may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

I, \_\_\_\_\_ an employee of \_\_\_\_\_  
PRINT YOUR NAME PRINT YOUR EMPLOYER'S NAME

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law including, but not limited to, Unemployment Insurance Code (UIC) §§ 1094, 2111 and 2714; California Civil Code (CC) § 1798 et seq.; California Penal Code (PC) § 502; 5 United States Code (U.S.C.) § 552a; 18 U.S.C. § 1905; and 20 Code of Federal Regulations (C.F.R.) § 603 et seq.

- I acknowledge that the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and that of the EDD.
- I acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential, Federal Tax Information) to the Contract's Data Security Monitor.
- I acknowledge privacy, confidentiality, and data security laws apply to the EDD information I have been granted access to by my employer, including, but not limited to, UIC §§ 1094, 2111, and 2714; Government Code § 15619; CC § 1798.53; and PC § 502.
- I acknowledge that wrongful access, inspection, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in civil action taken against me, and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.
- I acknowledge that wrongful access, inspection, use, modification, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.
- I acknowledge that wrongful access, inspection, use, modification, or disclosure of confidential information is grounds for immediate termination of my employer's Contract with the EDD.
- I acknowledge that I understand the penalty provisions of Internal Revenue Code (26 U.S.C. §§ 7431, 7213, and 7213A).
- I acknowledge that upon discovering a possible improper inspection or disclosure of Federal Tax Information (FTI), including breaches and security incidents, I must follow the proper incident reporting requirements issued by the EDD. If I think there is a mishandling of information I will contact my EDD contract monitor and contact the EDD Information Security Office to ensure the Office of Safeguards and the Treasury Inspector General for Tax Administration are notified of a possible issue involving FTI.
- I hereby agree to protect the EDD's information on either paper or electronic form in the following ways:
  - Access, inspect, use, disclose, modify, remove or destroy information only for the purpose of performing official duties
  - Never access, inspect, use, disclose, modify, remove, or destroy information for curiosity, personal gain, or any non-EDD and/or my organization's business related reason
  - Never post the EDD and/or other agency/entity confidential and proprietary information to social media, networking or other public websites
  - Secure confidential information in approved locations and destroy confidential information by approved methods
  - Never use personal devices, including but not limited to, laptops, cameras, video recorders, portable electronic devices containing cameras such as, iPads, tablets and mobile smartphones, in the workplace to capture or record confidential information, including that which appears in the background in work areas
  - Only use authorized state business devices to capture or record confidential information when there is a business need and meets the EDD's guidelines
  - Never remove personal, sensitive, or confidential information from my work site without authorization
  - Follow encryption requirements for all personal, sensitive, or confidential information in any portable device or media

**CERTIFICATION**

I expressly consent to the monitoring of my access to computer-based sensitive, personal, or confidential information by the Franchise Tax Board, the Employment Development Department, the California Department of Tax and Fee Administration, the Department of Motor Vehicles, the Board of Equalization, and any other State agency designated by them.

My signature verifies that I read and agree to comply with the state and federal laws listed on this form. I further understand that failure to comply with these laws may result in my being barred from accessing the EDD information or other information provided by the EDD and could result in criminal prosecution.

CONTRACTOR NAME (PRINT)	EMPLOYER (PRINT COMPANY NAME)
CONTRACTOR SIGNATURE	DATE

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**Vendor/Contractor Confidentiality Statement  
Completion Instructions**

The Vendor/Contractor Confidentiality Statement informs all EDD vendors and contractors of their information security responsibilities.

**NOTE: Failure to sign the Vendor/Contractor Confidentiality Statement does not exempt the vendor/contractor or non-EDD staff from their responsibility to ensure that the EDD's confidential information assets are protected.**

Additional information is available upon request. Please see:

- "Vendor/Contractor Fact Sheet"