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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, N.H. 03305
603-271-2791

ROBERT L. QUINN
COMMISSIONER OF SAFETY

July 22, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) requests authorization to enter into a no cost Non-Disclosure Agreement (NDA) with Safe2Tell Colorado at the Attorney General's Office, Colorado Department of Law for the purpose of building a school safety tip program in New Hampshire. Effective upon Governor and Council approval through August 28, 2020.

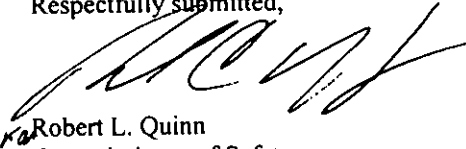
Explanation

The purpose of this NDA is to establish an agreement by which Safe2Tell Colorado will share confidential program and source materials that have not been otherwise made publically available. This NDA provides a pre-defined path to allow for the sharing of resources and defines that the confidential information remains the property of Safe2Tell Colorado.

Safe2Tell Colorado is prepared to share their program and source materials with HSEM to build a successful school safety tip program in New Hampshire to meet School Safety Preparedness Task Force Recommendation 47 to "establish a confidential or anonymous tip line to increase information sharing from students."

Safe2Tell Colorado was founded on the idea that prevention and early intervention is the key to preventing violence and saving lives. Safe2Tell Colorado is an anonymous school tip reporting program organized by the Colorado Attorney General's Office. This model program allows for early interventions to take place in regard to behaviors identified as precipitators to violence and for those behaviors that endanger the health and well-being of youth.

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety



NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") dated this 19th day of April 2019 is made by and between:

Safe2Tell Colorado

At the Attorney General's Office, Colorado Department of Law
(the "Provider")

- AND -

Name: New Hampshire Department of Safety
(the "Recipient")

I. PURPOSE OF THIS AGREEMENT

A. Safe2Tell Colorado is a program within the Colorado Attorney General's Office governed by §§ 24-31-601, *et seq.*, C.R.S. (the "Act"), that is intended to facilitate the reduction of, respond to, and recovery from unsafe, potentially harmful, dangerous, violent, and/or criminal activities in schools. The Safe2Tell program empowers students and the community by offering a comprehensive program of education, awareness, training, and a readily accessible tool through which members of the community may report information about unsafe, potentially harmful, dangerous, violent, and/or criminal activities in schools or the threat of those activities to law enforcement, public safety agencies, and school officials anonymously, and to provide for the confidentiality of such reports.

B. In the furtherance of the statutory purposes set forth in § 24-31-602, C.R.S., the Provider and the Recipient (collectively, the "Parties") desire to enter into a confidentiality agreement with regard to Confidential Information as provided in Part II hereof.

C. Safe2Tell is a federally registered trademark of the Provider.

II. THE PARTIES' AGREEMENT REGARDING THE OBLIGATION TO MAINTAIN CONFIDENTIAL INFORMATION

In consideration of, and as a condition of, the Provider providing the Confidential Information (as hereinafter defined) to the Recipient, in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

A. Confidential Information shall include the following:

1. All written, web-based, and oral information and materials meeting the definition of "materials" as set forth in § 24-31-603(3), C.R.S., specifically, any records, reports, claims, writings, documents, or information anonymously report to or maintained by

the Safe2Tell Colorado program, or information related to the source of such materials. This information is confidential regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Recipient.

2. All other information, materials, documents and know-how regarding the Safe2Tell Colorado program, which are stamped or otherwise marked "Confidential," including but not limited to the Safe2Tell materials provided in **Exhibit A**, attached hereto. **Exhibit A** also includes some marketing materials that may have been publically disseminated by the Provider but are proprietary to the Provider.
3. Confidential Information will not include information that:
 - a. is now or subsequently becomes generally available to the public through no wrongful act of the Recipient;
 - b. the Recipient rightfully had in its/his/her possession prior to the disclosure to the Recipient by the Provider;
 - c. is independently created or obtained by the Recipient without direct or indirect use of the information; and
 - d. the Recipient rightfully obtains the information from a third party through means other than a tip to Safe2Tell Colorado.

B. Except as otherwise provided in this Agreement, the Recipient must not disclose Confidential Information without the express consent of the Director of Safe2Tell Colorado program.

C. Confidential Information will remain the exclusive property of the Provider. Nothing contained in this Agreement will grant to or create in the Recipient, either expressly or impliedly, any right, title, interest or license in or to the Confidential Information of the Provider.

D. The Recipient agrees to retain all Confidential Information at its usual place of business and to store all Confidential Information separate from other information and documents held in the same location. Further, Confidential Information is not to be used, reproduced, transformed, or stored on a computer or device that is accessible to persons to whom disclosure may not be made, as set forth in this Agreement.

E. Unless otherwise agreed to in writing, the Recipient will not use, disclose or reveal Confidential Information for any purpose or to any persons or entities other than to those representatives of Recipient who need access to the Confidential Information in order to actively and directly participate in the evaluation of the Confidential Information. The Recipient also agrees that, prior to granting access to the Confidential Information to its representatives, the Recipient shall inform them of its confidential nature and of the terms of this Agreement and require them to abide by all the terms included herein. The Recipient further acknowledges and agrees that it shall be responsible for any breach of this Agreement by its representatives.

F. Remedies. Any disclosure of Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Provider. Accordingly, the Recipient agrees that the Provider is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Recipient and any agents of the Recipient, from directly or

indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

G. **Disclosures.** In the event that the Recipient is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Recipient will give to the Provider prompt written notice of such request so the Provider may seek an appropriate remedy or alternatively to waive the Recipient's compliance with the provisions of this Agreement in regards to the request.

H. **Loss or unauthorized disclosure.** If the Recipient loses or makes unauthorized disclosure of any Confidential Information, the Recipient will immediately notify the Provider and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information. The Recipient shall be responsible for any fees and costs associated with such retrieval and disclosure, subject to the availability of appropriated funds.

I. **Termination of access to Confidential Information.** If the Recipient makes unauthorized disclosure of any Confidential Information, the Provider may terminate this Agreement or restrict and/or terminate the Recipient's access to Confidential Information.

J. **Return of Confidential Information.** The Recipient will keep track of all Confidential Information provided to the Recipient and the location of such information. The Provider may at any time request the return of any or all Confidential Information from the Recipient. Upon the request of the Provider, or in the event that the Recipient ceases to require use of the Confidential Information, or upon the expiration or earlier termination of this Agreement, the Recipient will:

1. Return to the Provider or destroy all Confidential Information and will not retain any copies of this information;
2. Destroy or have destroyed all memoranda, notes, reports and other works based on or derived from the Recipient's review of Confidential Information; and
3. Will provide a certificate to the Provider that such Confidential Information has been destroyed or returned, as the case may be.

III. MISCELLANEOUS

A. **Term/Termination.** This Agreement shall remain in full force until the earlier to occur of the following: (i) a period of one year from the Effective Date (as hereinafter defined); or (ii) until this Agreement is terminated by either Party. Either Party may terminate this Agreement with thirty (30) days prior written notice to the other Party. The Effective Date shall be the date that the last Party executes this Agreement.

B. **Entire Agreement and Amendments.** This Agreement constitutes the entire agreement between the Parties and any verbal or written communication between the Parties prior to the Effective Date of this Agreement shall be deemed merged herein and of no further force and effect. This Agreement may only be altered or amended by a writing that is signed by the Parties.

C. **Waiver.** Neither the delay or failure by the Provider to exercise any right or remedy under this Agreement, nor partial or single exercise of any such right or remedy, shall constitute a waiver of that or any other right or remedy.

D. Severability. In the event that any one or more provisions in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such provision had never been contained herein.

E. Notices. Any notice required or permitted by this Agreement shall be effective when received, and shall be sufficient if in writing and personally delivered (including by express courier) or sent by certified mail with return receipt to the address set forth at the end of this Agreement or at such other address as may by notice be specified by one Party to the other.

F. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which shall together constitute one and the same Agreement.

G. Communications. All communications to this Agreement must be made in writing and served on the Parties at the addresses set forth below:

To Recipient:
NH Department of Safety
33 Hazen Drive
Concord, NH 03305
Phone: 800-735-2964

To Provider:
Safe2Tell Program
Colorado Department of Law
Attention: Essi Ellis
1300 Broadway
Denver, Colorado 80203

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

RECIPIENT:

BY: 
Signature

10/9/19
Date

Printed Name: Steven R. Lavoie

Title: Dir. of Administration

PROVIDER:

BY: 
Signature

10/2/2019
Date

Printed Name: Essi Ellis

Title: Safe2Tell Colorado Program Director

Approved as to form, substance & execution.

10/9/2019

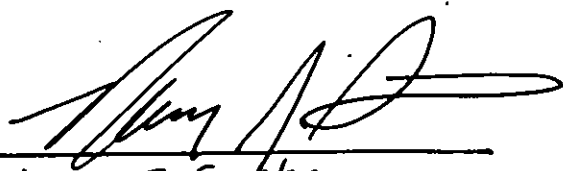

Nancy J. Smith
Sen. Asst Attorney General

Exhibit A

Confidential Information provided to the Recipient

Marketing

Elementary bookmarks

Parent Card

Safe2Tell Brochure

Smartphone Student Card

Program

Executive Summary

Helpful Hints for Handling Reports

How Safe2Tell Works With Law Enforcement

Implementation Guide

Model Prevention Initiative

Reporting Process Graphic

Core Components

Trauma

Helpful Information for Parents and Students following a Traumatic Event

Proactive Efforts to Restore Safe Learning Environments

Curriculum

Safe2Tell Colorado Training and Outreach Catalog