

Confidentiality and Security Statement for the Use of Archaeological Data

PGM number _____

1. This Confidentiality and Security Statement for the Use of Archaeological Data applies specifically to the _____ project, City of Phoenix project number _____.
2. The use of archaeological data is limited and intended solely for the purpose of assisting the design process to consider alternatives that would avoid or minimize impacts to known archaeological sites.
3. "Data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence, and any other similar documents or information prepared by, obtained by, or transmitted to the Consultant or its subconsultants in support of this project.
4. The Consultant and its subconsultants agree that all data, regardless of form, whether hard copy or electronic, including but not limited to originals, images, or reproductions, prepared by, obtained by, or transmitted to the Consultant or its subconsultants in support of this project is privileged and confidential information.
5. The Consultant or its subconsultants shall not divulge data to a third party. If a request or demand for data is received, the Consultant or its subconsultants shall give the City Archaeologist sufficient facts to determine whether disclosure of data is appropriate. The City Archaeologist will consent and authorize in writing to the specific use and disclosure of data.
6. The Consultant or its subconsultants assume all liability for maintaining the confidentiality of archaeological data in its possession. Throughout the active design process, data will be encrypted or password protected. At the completion of the design process, the archaeological data must be redacted to ensure it cannot be viewed, accessed, or reconstructed.
7. The Consultant or its subconsultants are responsible for maintaining the accuracy of archaeological data as provided by the City Archaeologist.
8. The Consultant or its subconsultants shall not willfully or negligently modify or omit archaeological data.

Consultant/subconsultant printed name and signature

Date

On behalf of firm