NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT BETWEEN THE STATE OF NEW JERSEY JUDICIARY, COURTHOUSE CONSTRUCTION REVIEW TEAM (CCRT) AND THIRD-PARTY CONSULTANTS/GOVERNMENT OFFICIALS REGARDING CONFIDENTIAL JUDICIARY RECORDS/INFORMATION RELATING TO THE CONSTRUCTION OR RENOVATION OF JUDICIARY COURT FACILITIES, INCLUDING THE NEW JERSEY COURTHOUSE FACILITY GUIDELINES

This agreement is entered into this _____ day of ________________, 2021, by and between the State of New Jersey Judiciary, Administrative Office of the Courts, Courthouse Construction Review Team (the “CCRT”) and ____________________ (“Consultant” or “Government Official”). Collectively, the CCRT and Consultant/Government Official are hereinafter referred to as the “Parties” to this agreement.

WHEREAS, in 1989 the New Jersey Supreme Court approved the New Jersey Courthouse Facility Guidelines as a guide to assist courts, county and local governments, and other parties and stakeholders in preparation for constructing new court facilities or for renovating existing facilities, with that document to be treated as confidential; and

WHEREAS, the Administrative Director of the Courts subsequently established the Courthouse Construction Review Team (“CCRT”) to provide input and oversight for all such new construction or renovation of courthouse or other Judiciary facilities, in accordance with the New Jersey Courthouse Facility Guidelines; and

WHEREAS, in the course of its work, the CCRT works with and receives advice, assistance, recommendations, and/or consultation from third-party design and construction professionals and/or county or local government officials; and

WHEREAS, Judiciary information and records regarding the design and construction of courthouse facilities, which may also contain information regarding the security measures that protect those facilities, are deemed confidential, and are excluded from public access or disclosure pursuant to relevant statutes and New Jersey Court Rules including, but not limited to, New Jersey Court Rules 1:38-3, 1:38-5, and/or 1:38-5(d); and

WHEREAS, in the course of working with and providing advice, assistance, recommendations and/or consultation to the CCRT, the Consultant/Government Official executing this Agreement may be provided with access to confidential Judiciary records and/or information, which may include a copy/copies of the New Jersey Courthouse Facility Guidelines; and

THEREFORE, in consideration of the mutual covenants and understandings hereinafter contained, the Parties hereby agree as follows:

1. NON-DISCLOSURE OF CONFIDENTIAL JUDICIARY RECORDS AND/OR INFORMATION, INCLUDING THE NEW JERSEY COURTHOUSE FACILITY GUIDELINES
COURTHOUSE FACILITY GUIDELINES: The Consultant/Government Official agrees not to disclose, disseminate, communicate or divulge to any unauthorized person, firm, corporation, government office, or other entity from the date first above written and at any time thereafter, any confidential Judiciary records and/or information, including the New Jersey Courthouse Facility Guidelines received, reviewed, obtained or observed, in written, verbal, electronic or any other form, or use any such confidential Judiciary records or information in any way whatsoever, other than for the authorized purposes of working with and providing advice, assistance, recommendations and/or consultation to the CCRT and the Judiciary in the design, construction, and/or renovation of courthouse facilities.

2. INAPPROPRIATE USE OF CONFIDENTIAL JUDICIARY RECORDS AND/OR INFORMATION, INCLUDING THE NEW JERSEY COURTHOUSE FACILITY GUIDELINES: The Consultant/Government Official agrees to use reasonable care to protect the confidentiality of any confidential Judiciary records and/or information, including the New Jersey Courthouse Facility Guidelines, provided to or obtained by the Consultant/Government Official under the auspices of this Agreement. Any unauthorized or otherwise inappropriate use or dissemination by the Consultant/Government Official of confidential Judiciary records and/or information in any form shall constitute a violation of this Agreement and may result in termination of the role of the Consultant/Government Official in working with and/or providing services to the CCRT. By executing this Agreement, the Consultant acknowledges that unauthorized use or dissemination of Confidential Judiciary Records and/or Information, in any form, may result in prosecution and/or punishment.

3. CONTRACTORS SHARING WITH SUBCONTRACTORS CONFIDENTIAL JUDICIARY RECORDS/INFORMATION, INCLUDING NEW JERSEY COURTHOUSE FACILITY GUIDELINES CONTENT: “A consultant may share such confidential Judiciary records/information (including content from the Courthouse Facility Guidelines) with subcontractors on a limited and as needed basis; in such situations, the consultant remains responsible under this agreement to ensure that there is no further disclosure or inappropriate use and that the confidential records/information is returned or destroyed at the conclusion of the project or the conclusion of the consultant’s contractual relationship with the subcontractor, whichever occurs first. In furtherance of this continued responsibility, the consultant in such situations will execute an agreement similar to this agreement with each such subcontractor before sharing any confidential Judiciary records/information (including any content from the Courthouse Facility Guidelines) with the subcontractor and will provide the Judiciary with copies of all such agreements with subcontractors.
4. **RETURN OR DELETION OF CONFIDENTIAL JUDICIARY RECORDS AND/OR INFORMATION, INCLUDING THE NEW JERSEY COURTHOUSE FACILITY GUIDELINES:** Upon the conclusion of the engagement between CCRT and the Consultant/Government Official, the Consultant/Government Official agrees to return any and all confidential Judiciary records and/or information, including any and all copies of the *New Jersey Courthouse Facility Guidelines*, to the State of New Jersey Judiciary Administrative Office of the Courts/CCRT to the attention of the Assistant Director of Support Services, Richard J. Hughes Justice Complex, P.O. Box 037, Trenton, NJ 08625-0037. Consultant/Government Official further agrees to delete any and all electronic copies of confidential Judiciary records and/or information received, including any and all electronic copies of the *New Jersey Courthouse Facility Guidelines*, at the conclusion of this engagement.

5. **FUTURE REVISED COURTHOUSE FACILITIES GUIDELINES:** Should an updated or revised version of the *New Jersey Courthouse Facility Guidelines* be approved during the term of this agreement all terms of the agreement would continue to apply.

**CONSULTANT/GOVERNMENT OFFICIAL:**

Signature: ________________________________
Name: ________________________________
Title: ________________________________
Company or Government Office: ________________________________
Date: ________________________________

**FOR THE JUDICIARY/CCRT:**

Signature: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________