**CONFIDENTIALITY AND HOLD HARMLESS AGREEMENT**

**BRIDGE RATING REPORTS AND MODELS**

 **WHEREAS**, , hereinafter “Recipient,” is a consultant contracted with the La. Department of Transportation and Development, hereafter “DOTD,” to provide (service(s) being provided);

 **WHEREAS,** Recipient’s services would be facilitated by viewing certain Bridge Rating Report(s) and Model(s), hereinafter referred to as “Documents;”

 **WHEREAS** the Documents are considered confidential and exempt from the Public Records Law by La. R.S. 44:23.1;

 **WHEREAS,** Recipient has requested that DOTD provide recipient with access to the Documents for following bridges; and

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| --- | --- |
| Bridge Recall Number | Bridge Name |
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 **WHEREAS,** DOTD agrees to provide access to the Documents to Recipient based on the following agreement by Recipient:

I.

 Recipient agrees to use the Documents for the sole purpose of providing certain services pursuant to its contract with DOTD and that any other use of the Documents is strictly prohibited.

II.

 Recipient agrees to take all precautions necessary to prevent unauthorized disclosure of any information contained in the Documents.

III.

 Recipient agrees that DOTD has granted access to Recipient for informational purposes only and, therefore, Recipient agrees to hold harmless and defend DOTD and its officers and employees of any liability whatsoever which may arise from use of the Documents.

IV.

 Recipient agrees to defend and indemnify DOTD and its officers and employees from all suits, actions, or claims that may arise from Recipient’s use of the Documents.

Agreed to this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

BY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Recipient/Recipient Representative

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Printed Name of Recipient/Recipient Representative

Agreed to this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

BY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of DOTD Project Manager or Bridge Task Manager

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of DOTD Project Manager or Bridge Task Manager