_____
Last Name

STATE HISTORIC PRESERVATION OFFICE / IDAHO STATE HISTORICAL SOCIETY

CONFIDENTIALITY AGREEMENT

The undersigned (hereinafter "User"), in consideration of the Idaho State Historical Society/Idaho State Historic Preservation Office (hereinafter "State") granting User access to the Archaeological Survey of Idaho inventory of site record and survey data (hereinafter ASII), located at the Archaeological Survey of Idaho (hereinafter "ASI"), hereby agrees as follows:

User wishes to review such ASII Material for the following purpose(s):

☐ 106 Review ☐ Project Planning ☐ Scientific Research ☐ Education

Other (please describe) _____

User acknowledges the confidential and proprietary nature of the State's ASII Material and agrees to respect and maintain the confidentiality of such ASII Material.

User shall make use of this information for the above-indicated purposes only. User shall not, without the prior written consent of the State Archaeologist, distribute location-specific ASII Material in a public document or otherwise, nor shall User allow the ASII Materials to be made available to anyone other than User's authorized employees.

User shall deliver to the ASI all preliminary and final reports of User's research or field investigations, including Idaho archaeological site and survey information, completed site records for any new archaeological sites that are identified and any amendments to previously recorded archaeological sites.

The right to access ASII Material is restricted to User and shall not be assigned by User without the prior written consent of the State.

Any violation of this agreement shall result in the denial of subsequent access of User, and User's employees or contractors, successors and assigns, to the ASII Material. The State shall in addition be entitled to all other rights and remedies available to it at law or in equity, including the right of the State to request court-ordered injunctive relief.

User recognizes that the failure to comply with the terms of this Agreement may cause injury for which monetary damage may help to compensate State for repairs and other expenses related to the repair of the injury. User also recognizes that failure to comply with the terms of the Agreement may also cause injury for which monetary damages would be inadequate compensation and therefore agrees that the State may obtain an injunction to enforce its rights hereunder, and User consents to entry of such an injunction.

All of the rights and remedies of the User and the State shall be governed by the provisions of this instrument and the laws of the State of Idaho. Any action brought to enforce this agreement shall be brought in state court in the County of Ada, Idaho. The State shall have all rights and remedies that this agreement and the laws of the state of Idaho accrue to it. All rights and remedies accruing to the State shall be cumulative.

In the event the State is required to initiate or defend any legal action with respect to the terms of agreement, or to enforce any rights or obligations hereunder, User agrees to pay the State's reasonable attorney's fees and costs incurred in such action, including such attorney's fees and costs on any appeal.

USER:

_____
Signature Date Telephone Number

_____
Print Name and Title

_____
Company and Address

_____
Email Address