

**NEW MEXICO HSD CSES & MMIS  
PROJECT MANAGEMENT OFFICE (PMO) RFP**

**STATEMENT OF CONFIDENTIALITY**

*Upon award of the contract the attached Statement of Confidentiality must be executed for all PMO staff. The most current version of the Department's agreement will be used.*

The undersigned employee of/subcontractor to, NAME OF COMPANY, hereinafter referred to as "NAME OF COMPANY," agrees, during the term of the Contract between NAME OF COMPANY and the New Mexico Human Services Department (HSD) and forever thereafter, to keep confidential all information and material provided by HSD or otherwise acquired by the employee/subcontractor, excepting only such information as is already known to the public, and including any such information and material relating to any client, vendor, or other party transacting business with HSD, and not to release, use or disclose the same except with the prior written permission of HSD. This obligation shall survive the termination or cancellation of the Agreement between NAME OF COMPANY and HSD or of the undersigned's employment or affiliation with, even if occasioned by NAME OF COMPANY's breach or wrongful termination.

The undersigned recognizes that the disclosure of information may give rise to irreparable injury to HSD, a client of HSD, or to the owner of such information, inadequately compensable in damages and that, accordingly, HSD or such other party may seek and obtain injunctive relief against the breach or threatened breach of the within undertakings, in addition to any other legal remedies which may be available. The undersigned acknowledges that he or she may be personally subject to civil and/or criminal proceedings for such breach or threatened breach.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date