

**WEST VALLEY CITY POLICE DEPARTMENT
NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT**

I, [REDACTED], am being allowed or requested by West Valley City and the West Valley City Police Department (collectively "WVCPD") to participate in a police investigation being directed and conducted by WVCPD. In consideration for opportunity, I hereby agree and covenant as follows:

For purposes of this Agreement, "**Confidential Information**" means any and all information learned through discussion or developed by or for, or possessed by, WVCPD or witnesses or informants, which is in anyway related to the subject investigation, whether or not such information is discovered or developed by the individual executing this Nondisclosure and Confidentiality Agreement, except that information which is generally known to the public or has been specifically released to the public or media by WVCPD.

The undersigned individual agrees and acknowledges that the Confidential Information related to the investigation is valuable, special and unique and that the release of such Confidential Information may jeopardize the success of the investigation and the prosecution of the perpetrator. The undersigned further acknowledges that any use or disclosure of the Confidential Information other than in strict accordance with the terms of the Agreement would be wrongful and may cause irreparable injury to the investigation and the public interest. Based upon the foregoing, with respect to such Confidential Information, the undersigned agrees:

- (i) to keep any and all Confidential Information in trust for the sole use of WVCPD in the investigation and to take all steps necessary or reasonably requested by WVCPD to protect all Confidential Information; and
- (ii) except as may be required by applicable law after prior written notice to WVCPD sufficient for it to take steps to continue to protect the confidentiality of the Confidential Information, not to use or disclose, directly or indirectly, any Confidential Information without the written consent of WVCPD; and
- (iii) to refer all requests for Confidential Information to WVCPD; and
- (iv) at any time that WVCPD may in writing request, to deliver promptly to WVCPD all material constituting Confidential Information (including all written, graphic, facsimile, encoded or recorded copies thereof) that are in his or her possession or under his or her control without making or retaining any facsimile, encoded or recorded copy or extract from such materials.

I hereby covenant and agree that I have read and fully understand the terms of this Agreement and that I agree to comply.