

Permission to Provide and View Locate Request Information in Accordance with Privacy Laws

This Agreement serves as formal permission and acknowledgment that:

(Company Name)

authorizes the release and sharing of relevant information necessary for damage prevention and underground utility protection activities as required by the Virginia Underground Utility Damage Prevention Act (§ 56-265.14 et seq. of the Code of Virginia). Each individual within the organization who requires login access to locate requests must review and sign this Agreement, indicating that they understand the nature and visibility of locate request data and will comply with applicable privacy law requirements as described herein.

We understand and agree that:

1. Information Use

The information provided to Virginia 811 and its authorized damage prevention vendors will be used solely for the purposes of processing, managing, and fulfilling locate requests to prevent damage to underground utility lines and to protect public safety.

2. Privacy and Confidentiality

Any personal or proprietary information shared will be handled in compliance with applicable federal and state privacy laws, including but not limited to the **Virginia Consumer Data Protection Act (VCDPA)** (§ 59.1-575 et seq. of the Code of Virginia), which requires that personal data be collected and processed only for specified and legitimate purposes and that reasonable measures are taken to protect the confidentiality, integrity, and availability of such data.

3. Access and Viewing of Locate Requests

Authorized personnel, including damage prevention vendors contracted by Virginia 811, may view locate request information as necessary to perform their duties. This includes, but is not limited to, verifying request details, coordinating with excavators, and ensuring accurate and timely marking of underground facilities.

4. Locate Request Data and Visibility

All subcontractors must understand that locate request data is fully visible to the contractor(s) they perform work for or with. This includes, but is not limited to:

- Locate request creation details, (timestamps, work type, location)
- Customer contact information and any special notes
- Status changes
- Responses

The Subcontractor acknowledges and agrees that it may perform work for multiple General Contractors (“GCs”).

As such, not all locate requests entered by the Subcontractor into the system are associated with a single GC. All locate request data entered by the Subcontractor will be visible within the system; however, a GC shall have no right, title, or authority to access, view, or otherwise obtain locate request data related to work not performed for that specific GC. The parties acknowledge that the system does not provide functionality to segregate or restrict locate

request visibility, modification, or creation by GC. Accordingly, each GC agrees to limit its use and reliance solely to locate request data corresponding to its own projects and shall not make any claim, demand, or use of locate request data unrelated to its contracted work.

5. Subcontractor’s Responsibilities

Subcontractors should enter or provide locate request information professionally, accurately, and promptly, as it represents both their work and the contractor’s service performance.

Any sensitive information or internal subcontractor notes should not be included on the locate request unless they are intended to be shared with the contractor or utility operators.

6. Limitations

The use or disclosure of any information provided is limited strictly to the scope required for damage prevention activities and must not be used for any other purpose without prior written consent from

_____.
(Company Name)

7. Scope of Responsibility

It is the sole responsibility of _____ to revoke any previously granted authorizations.
(Company Name)

_____ understands that in order to protect the confidentiality, integrity, and
(Company Name) availability of information related to locate request information, only those contractors and subcontractors with a legitimate purpose for accessing this information should be granted authorization, and you agree to revoke such authorization when access is no longer necessary.

Virginia 811 shall not be held liable for any continued access or use resulting from a failure to revoke access or notify Virginia 811 in writing that such authorization has been revoked.

If you have any questions or require additional documentation to ensure compliance with privacy requirements, please contact our office at 811, 1-800-552-7001 or email memberservices@va811.com.

_____ Authorized Representative Signature	_____ Printed Name	_____ Date
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_____ Authorized Representative’s Title/Role	_____ Authorized Representative’s Company Name
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Individual Requiring Login Access

I have read, understood, and agree to the terms described above.

_____ Individual’s Signature	_____ Printed Name	_____ Date
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_____ Individual’s Title/Role	_____ Individual’s Company Name
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