NON-DISCLOSURE AGREEMENT (NDA)
For Government Protected Information
NDA applicable to all nongovernment parties and specified government parties

***Specific to DLA LND WRN**

I, _____, (hereinafter **RECIPIENT)** an individual official, employee, consultant or subcontractor of or to_____ **(DoD SPONSOR**), intending to be legally bound, hereby consent to the terms and conditions in this Agreement in consideration of my being granted conditional access to certain information, specified below, that is owned, produced by, or in the possession of the United States Government.

RELEVANT CONTRACT AND TIME PERIOD

Data Custodian (Must match JCP)*: _____
Contractor Name and CAGE Code*: _____
Solicitation Number*: _____
Start Date on_____with an expected duration of _____ years
Expiration Date [of last option, if any]: At notification of award / non-award*

PROTECTED INFORMATION:

For purposes of this Agreement, RECIPIENT may receive Controlled Unclassified Information (CUI) including For Official Use Only (FOUO) material, or other CUI information, as further defined below (hereinafter collectively PROTECTED INFORMATION) in the course of delivering required contract services.

Controlled unclassified information (CUI) is an over-arching term that covers any information, not otherwise indicated, which the loss of, misuse of, or unauthorized access to or modification of could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5, United States Code, Section 552a, as amended, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. This includes information categorized by DoD or other government agencies as: For Official Use Only (FOUO); Official Use Only (OUO); Sensitive Homeland Security Information (SHSI); Limited Official Use (LOU); Law Enforcement Sensitive (LES); Safeguarding Information (SGI); Unclassified Controlled Nuclear Information (UCNI); and any other identifier used by other government agencies to categorize information as sensitive but unclassified.

Per DoDM 5200.01, volume 4, For Official Use Only (FOUO) is a CUI designation for unclassified information where disclosure of that unclassified information, or portion thereof would reasonably be expected to cause foreseeable harm to an interest protected by one or more of Freedom of Information Act (FOIA) exemptions 2 through 9. This includes, but is not limited to, proprietary information (*e.g.*, information submitted by a contractor marked as proprietary), advanced procurement information (*e.g.*, future requirements, statements of work, and acquisition strategies), source selection information (*e.g.*, bids before made public, source selection plans, and rankings of proposals), trade secrets and other confidential business information (*e.g.*,

confidential business information submitted by a contractor, attorney work product, information protected by the Privacy Act (*e.g.*, social security numbers, home addresses and telephone numbers), and other sensitive information that would not be released by DoD under the Freedom of Information Act (*e.g.*, program, planning and budgeting system information); or any other specified government data/information deemed For Official Use Only or designated as CUI.

This Agreement covers FOUO information including technical data, trade secrets, among others, access to which is under the control of the Department of Defense (DoD), and that may include, but is not limited to, stock numbers codified by countries other than the U.S., or as described at 18 U.S.C. 1905, 10 U.S.C. 2320(a)(2)(D) or 5 U.S.C. 552(b)(4) and DFARS subparts 227.71 and 227.72. Such disclosure shall be considered authorized and not a disclosure to the public or outside the Government for the purposes of these statutes and regulations. The disclosure is subject to and shall be in accordance with all conditions and limitations set forth herein.

TERMS AND CONDITIONS

RECIPIENT understands and agrees to the following terms and conditions of access to the PROTECTED INFORMATION as defined above.

1. RECIPIENT shall not seek access to PROTECTED INFORMATION beyond what is required to perform the above referenced Contract. By signing this Agreement, RECIPIENT attests he or she is familiar with, and will comply with the standards for access, dissemination, handling, and safeguarding of the PROTECTED INFORMATION to which RECIPIENT is granted access as cited in this Agreement and in accordance with the guidance provided to RECIPIENT relative to the specific category of information. For personally identifiable information (PII) and/or Personal Health Information (PHI), the RECIPIENT agrees to sign and return to their DLA contracting officer or contracting officer representative the DLA Privacy Safeguards and Responsibilities Certification for Contractors (see attached).

2. [NOTE: This paragraph should be modified as necessary to reflect the operational constraints placed on the contractor.] For Research & Development (R&D) projects receiving PROTECTED INFORMATION, RECIPIENT will be authorized to receive and use PROTECTED INFORMATION only on a stand-alone Government provided computer. No PROTECTED INFORMATION is to be copied or transferred or reproduced in any way from the stand-alone Government provided computer. For example, RECIEPIENT shall be prohibited from placing PROTECTED INFORMATION on CDs/or DVDs or other media. Government representative(s) will provide PROTECTED INFORMATION to RECIPIENT via a cost-effective medium, as determined by the Government.

3. As to any PROTECTED INFORMATION to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such PROTECTED INFORMATION for any purpose outside of the specified Contract and will not use or disclose the PROTECTED INFORMATION for any personal or other commercial purpose.

4. If RECIPIENT becomes aware of any improper release or disclosure of such PROTECTED INFORMATION, RECIPIENT will take immediate remediation measures to control the improper disclosure and advise the contracting officer in writing within twenty-four (24) hours of any

improper release or disclosure of protected information.

5. DoD shall grant the right to use PROTECTED INFORMATION until it is no longer required for the performance of work under the Contract, the Contract is completed or terminated, the sponsor requests termination, or DoD terminates the acquisition. The RECIPIENT agrees that it shall use PROTECTED INFORMATION only for the purposes of the work required by the Contract listed above and shall not use such PROTECTED INFORMATION for commercial or any other purposes. Use of PROTECTED INFORMATION is not transferable.

6. The RECIPIENT agrees that it shall not disclose or provide access to PROTECTED INFORMATION to any person or business entity. RECIPIENT employees may be required to sign an Employee Non-Disclosure Agreement in accordance with DoD contractual terms and information protection requirements. The Sponsor should be contacted for further guidance.

7. The RECIPIENT agrees to adopt or establish operating procedures and physical security measures designed to properly safeguard such PROTECTED INFORMATION from unauthorized use and from disclosure or release to unauthorized third parties.

8. The RECIPIENT agrees to return, or otherwise dispose of PROTECTED INFORMATION in accordance with Sponsor's disposition requirements, including all copies of PROTECTED INFORMATION of which it has possession pursuant to this Agreement. Disposition may occur when the PROTECTED INFORMATION is no longer required for the performance of work under the Contract, or upon completion or termination of the Contract, whichever comes first. Interim disposition plans may include the periodic and/or systematic destruction and disposal of the information on a monthly, quarterly, bi-yearly or yearly schedule based on the Sponsor's requirements. The RECIPIENT may not retain PROTECTED INFORMATION beyond the specified Contract expiration.

9. RECIPIENT shall communicate in writing to the contracting officer or his/her representative stating when information has been disposed of in compliance with this Non-Disclosure Agreement.

10. Each provision of this Agreement is severable. If a court should find any provision of this agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

11. RECIPIENT shall not alter or remove markings, which indicate a category of information or require specific handling instructions, from any material RECIPIENT may come into contact with, unless such alteration or removal is consistent with the requirements set forth in the laws, regulations, or directives applicable to the specific category of information. RECIPIENT agrees that if he or she uses information from a sensitive document or other medium, RECIPIENT will carry forward any markings or other required restrictions to derivative products, and will protect them in the same matter as the original.

12. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the RECIPIENT obligations, rights, or liabilities created by Executive Order No. 13526, as amended; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act

(governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (Section 421 et seq., Title 50 United States Code) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (Section 783(b), Title 50 United States Code). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

13. Signing this Non-Disclosure Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

RECIPIENT

I have read and discussed with the Government Contracting Officer the terms and conditions of this Non-Disclosure Agreement.

I accept the terms and conditions of this Non-Disclosure Agreement and take the responsibility of the adherence to all requirements. I certify that the employees having access to PROTECTED INFORMATION are aware of the restrictions and the terms of this Non-Disclosure Agreement prior to this sponsorship.

I represent and warrant that I have the authority to enter into this Agreement.

I understand that any unauthorized use, release, or disclosure of PROTECTED INFORMATION in violation of this AGREEMENT will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil, and/or criminal remedies as may be authorized by law.

Date: _____
Name: (Typed or printed) _____

Hand written Signature: _____

Title: _____
_____
Address: _____
_____
_____
Phone number / FAX Number:_____
_____
E-MAIL:_____

DoD SPONSOR

I have reviewed and discussed with the RECIPIENT the terms and conditions of this Non-Disclosure Agreement.

Date: _____
Contracting Specialist Name*: (Typed or printed): _____
_____
CS handwritten Signature*: _____

Title: _____
_____
Address: _____

_____
_____

Phone Number / FAX number: _____

E-MAIL: _____