Non-disclosure Agreement for Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol

I, _____ hereby consent to the terms in this Non-Disclosure Agreement (NDA) in consideration of my being granted conditional access to certain United States Government documents or material containing sensitive but unclassified information.

I understand and agree to the following terms and conditions:

1. By being granted conditional access to sensitive but unclassified information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.

2. As used in this Agreement, sensitive but unclassified information is any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Title 5 U.S.C. § 552a, but which has not been specifically authorized under criteria established by an Act of Congress to be kept secret in the interest of national defense or foreign policy.

3. I am being granted conditional access upon my execution of this Agreement for the sole purpose of contracting support to the Architect of the Capitol. This approval will permit me conditional access to certain information and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Architect of the Capitol has predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include sensitive but unclassified information provided to the Architect of the Capitol by other agencies of the United States Government.

4. I will never divulge any sensitive but unclassified information which is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by the Architect of the Capitol that the individual is authorized to receive it. Should I desire to make use of any sensitive but unclassified information, I will do so in accordance with paragraph 6 of this Agreement. I will submit to the Architect of the Capitol for security review, prior to any submission for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work on this contract in order for the Architect of the Capitol to ensure that no sensitive but unclassified information is disclosed.

5. I hereby assign to the United States Government all royalties, remuneration, and emoluments that have resulted will result or may result from any disclosure, publication, or revelation of sensitive but unclassified information not consistent with the terms of this Agreement.

6. If I am permitted, at the sole discretion of the Architect of the Capitol, to review any official documents containing sensitive but unclassified information, such review will be conducted at a secure facility or under circumstances which will maintain the security protection of such material. I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the Architect of the Capitol (AOC) to be placed in secure storage unless it is determined by AOC officials that the notes contain no sensitive but unclassified information. If I wish to have the notes released to me, AOC officials will review the notes for the purposes of deleting any sensitive but unclassified information to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain sealed in secure storage at the Architect of the Capitol.

7. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of sensitive but unclassified information could compromise the security of the Architect of the Capitol.

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8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to sensitive but unclassified information. This may serve as a basis for denying me conditional access to AOC information, both classified and sensitive but unclassified, in the future. If I violate the terms and conditions of this Agreement, the United States may institute a civil action for damages or any other appropriate relief. The willful disclosure of information to which I have agreed therein not to divulge may constitute a criminal offence.

9. Unless and until I am provided a written release by the Architect of the Capitol from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my work on this contract, and at all times thereafter.

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

11. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive but unclassified information to which I have been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Section 7211 of Title 5, United States Code (governing disclosures to Congress); 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 (50 U.S.C. 421 et seq.)(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, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by listed statutes are incorporated into this Agreement and are controlling.

14. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

15. I make this Agreement in good faith, without mental reservation or purpose of evasion.

_____ _____

Signature Date
TITLE, Company Name

This Agreement was accepted by the undersigned on behalf of the Architect of the Capitol as a prior condition of conditional access to sensitive but unclassified information.

_____ _____

Architect of the Capitol Representative Responsible for Granting Access Date