CUI NOTICE: This guidance document is binding on agency and Federal contractor actions as authorized under applicable statute, executive order, regulation, or similar authority. This guidance document does not have the force and effect of law on, and is not meant to bind, the public, except as authorized by law or regulation or as incorporated into a contract.

Department of the Air Force (DAF) Portfolio Acquisition Executive (PAE) for Command, Control, Communications and Battle Management (C3BM) Airspace Mission Planning Division (C3M)

NON-DISCLOSURE AGREEMENT for the CNS/ATM Recompete RFI

I, _____, an individual official, employee, consultant, or subcontractor of or to _____ (the authorized non-Federal entity), intending to be legally bound, consent to the terms in this agreement in consideration of being granted access to Controlled Unclassified Information, specified below for the Communications, Navigations, Surveillance, and Air Traffic Management (CNS/ATM) re-competition.

Signer acknowledges the category or categories of information that they may have access to, and the signer's willingness to comply with the standards for protection, by placing their signature on this document:

	Controlled Unclassified Information (CUI) Categories: - **Operations Security Information** - **Controlled Technical Information** - **Basic**

As used in this agreement and as defined in 32 CFR Part 2002, Controlled Unclassified Information (CUI) is information the Government creates or possesses, or that an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Government-wide policy (LRGWP) requires or permits an agency to handle using safeguarding or dissemination controls. However, CUI does not include classified information [Information that Executive Order 13526, *Classified National Security Information*, December 29, 2009 (3 CFR, 2010 Comp., p. 298), any predecessor or successor order, or the Atomic Energy Act of 1954, as amended, requires agencies to mark with classified markings and protect against unauthorized disclosure] or information a non-executive branch entity possesses and maintains in its own systems that did not come from, or was not created or possessed by or for, an executive branch agency or an entity acting for an agency.

The LRGWP may require or permit safeguarding or dissemination controls by requiring or permitting agencies to control or protect the information but providing no specific controls, which makes the information CUI Basic.

I attest that I am familiar, and will comply, with the standards for accessing, disseminating, handling, and safeguarding the information to which I am granted access as cited in this agreement and in accordance with 32 CFR Part 2002, applicable LRGWP, and with the guidance provided to me by Department of the Air Force (DAF) Portfolio Acquisition Executive (PAE) Command, Control, Communications and Battle Management (C3BM)/Airspace Mission Planning Division (C3M) relative to the category of information.

_____

I understand and agree to the following conditions for access to the information indicated above:

1. **Compliance:** I agree to comply with R-DFARS 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (Oct 2016) and R-DFARS 252.204-7012 Safeguard Covered Defense Information and Cyber Incident Reporting (May 2024) This subpart requires the safeguarding of covered defense information that resides in or transits through our information systems by applying specified network security controls as defined by NIST SP 800–171. It also requires the reporting of cyber incidents. The subpart does not abrogate any existing physical, personnel, or general administrative security operations governing the protection of unclassified DoD information, nor does it impact requirements of the National Industrial Security Program.
2. **Non-disclosure:** I agree to not disclose any CUI to which I am granted access to anyone who, or anything that, is not granted such access pursuant to an applicable lawful Government purpose. I

understand my responsibilities to protect and not disclose CUI except for, and to people with, an appropriate lawful Government purpose. To ascertain whether someone or something is authorized access, pursuant to an applicable lawful Government purpose, to CUI that is under my control or in my possession, I will do so according to 32 CFR Part 2002, DAF PAE C3BM/ C3M guidance, and applicable LRGWP.

3. **Scope of CUI:** I understand that the CUI to which I am granted access includes any CUI I create or use on behalf of or for the Government, CUI I receive from the Government to maintain, handle, transmit, or use (for research, in derivative documents, etc.), or CUI originating from another source (such as CUI generated for the Government by a contractor or research entity).
4. **Training:** I acknowledge that I have undergone training concerning the nature and protection of the CUI to which I have been provided access, including procedures to follow in ascertaining whether other people to whom I contemplate disclosing this information are approved to access it pursuant to an appropriate lawful Government purpose, and that I understand this training and these procedures. The training is located on the National Archives website: https://www.archives.gov/cui/training.html. The following training is required:
    - Controlled Environments (Aug 2018)
    - CUI Program Overview
    - Decontrolling
    - Destruction of CUI (Aug 2018)
    - Lawful Government Purpose (Aug 2018)
    - Unauthorized Disclosures: Preventing and Reporting
5. **Security/control:** I am obligated to protect CUI to which I am granted access from unauthorized disclosure, in accordance with the terms of this agreement, 32 CFR Part 2002, DAF PAE C3BM/ C3M guidance, and the LRGWP applicable to the specific categories of CUI to which I am granted access.
6. **Reporting breaches:** I agree that I shall promptly report to the DAF PAE C3BM/C3M Contracting Officers, in accordance with the guidance issued for the applicable category of CUI, any unauthorized disclosure that I have knowledge of whether or not I am personally involved. I also understand that my anonymity will be preserved to the extent possible when reporting such violations.
7. **Time:** I understand that all conditions and obligations imposed upon me by this agreement apply during the time I am granted access to CUI, and at all times thereafter while such information remains controlled. These conditions and obligations may no longer apply if I am explicitly released in writing by an authorized representative of DAF PAE C3BM/C3M or the United States Government.
8. **Breach:** If I violate the terms and conditions of this agreement, such violation may result in cancellation of my access to CUI, and, depending upon the LRGWP that governs the CUI, may result in civil and criminal sanctions. This may also serve as a basis for denying me access to other types of information under DAF PAE C3BM/C3M's control.
9. **Material Destruction:** DAF PAE C3BM/C3M's material must be destroyed and written verification provided within 10 calendar days of being notified by the Government. A signed letter notifying the Government of proper destruction shall be provided to Contracting Officer within the 10 day timeline.
10. **Assignee:** I assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of CUI to which I am granted access that is inconsistent with the terms of this agreement.

11. **Remedies:** This agreement is made and intended for the benefit of the United States Government and may be enforced by the United States Government or the authorized non-Federal entity. By granting me access to CUI in this context, 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 CUI in breach of this agreement. I understand that if I violate the terms and conditions of this agreement, I could be subjected to administrative, disciplinary, civil, or criminal action, as appropriate, under the LRGWP applicable to the category of CUI involved, and neither the United States Government nor the non-Federal authorized entity have waived any statutory or common law evidentiary privileges or protections that they may assert in any administrative or court proceeding to protect any CUI to which I have been given access under the terms of this agreement.
12. **Severability:** 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.
13. **Other agreements:** My execution of this agreement shall not nullify or affect in any manner any other secrecy or non-disclosure agreement(s) that I have executed or may execute with DAF PAE C3BM/C3M, the United States Government, or any of its other departments or agencies.
14. Signing this agreement does not bar disclosures as required by superseding authorities of existing or future LRGWP.
15. I read this agreement carefully and my questions, if any, were answered. I acknowledge that DAF PAE C3BM/C3M has made available to me any agency guidance, LRGWP, or other laws, regulations, or directives referenced in this agreement so that I may read them at this time, if I so choose.

DAF PAE C3BM/C3M
NON-DISCLOSURE AGREEMENT for the CNS/ATM Recompete RFI,
Acknowledgment

Typed/Printed Name:	Government/Department/Agency/Business Address & **CAGE code**	Telephone Number:

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

Signature:

ACCEPTANCE:

Typed/Printed Name: Mikayla Sequeira Procuring Contracting Officer	Government/Department/Agency/Business Address DAF PAE C3BM/C3MK Hanscom AFB, MA 01731	Telephone Number: +1 380-456-4995

Signature: