AUTHORIZED USE and NON-DISCLOSURE AGREEMENT *for*
FEDERAL CONTRACT INFORMATION, CONTROLLED UNCLASSIFIED INFORMATION,
COVERED DEFENSE INFORMATION, CONTROLLED TECHNICAL INFORMATION

I, _____ (*full name*), an individual, official, employee, consultant, contractor, or subcontractor, of _____, hereinafter referred to as ***"Recipient"***, intending to be legally bound, consent to the terms in this AUTHORIZED USE and NON-DISCLOSURE AGREEMENT (AU&NDA), in consideration of being granted access to United States Government, as represented by the Department of the Navy, Naval Facilities Engineering Systems Command Far East, hereinafter collectively referred to as "***Discloser***", contract related information that is and must be kept confidential and protected from unauthorized use, publication, distribution or disclosure. To ensure the protection of such information, hereinafter referred to as "*Restricted Use Information*", and to preserve any confidentiality required under federal law, regulation, and/or government-wide policy (LRGWP), it is agreed that:

1. ***RESTRICTED USE INFORMATION:*** **includes but is not limited to any and all *Federal contract information* (*FCI*), *controlled unclassified information* (*CUI*), *covered defense information* (*CDI*), and *controlled technical information* (*CTI*) (hereinafter referred to as "*UNCLASSIFIED CONTRACT INFORMATION*"), concerning CONTRACT / TASK ORDER No. N4008426R8711 ("CO/TO").** ____(initials)

2. The ***Recipient*** shall limit disclosure of the ***UNCLASSIFIED CONTRACT INFORMATION*** to within its own organization, i.e., to its directors, officers, partners, members, and/or employees, attorney, and subject matter experts (collectively referred to as "affiliates") having a lawful government purpose, and/or to those who are listed on the Dissemination List (DL) on the last page of this Agreement. ***UNCLASSIFIED CONTRACT INFORMATION*** is *FCI, CUI, CDI*, and/or *CTI (see* CUI_OPSEC Guide for details), and as such, inappropriate for public release. Do not reveal the ***UNCLASSIFIED CONTRACT INFORMATION*** under any circumstances unless ***Discloser*** deems it necessary and provides written authorization. Release or disclosure of ***UNCLASSIFIED CONTRACT INFORMATION*** to non-U.S. citizens employed by the ***Recipient*** is permitted, provided access is within the scope of assigned duties, and access would not be detrimental to the interests of Department of Defense (DoD), or the U.S. Government, and ***Discloser*** approves the same in writing. In such cases, the non-U.S. citizen shall also execute an AU&NDA approved by ***Discloser***. If ***Recipient*** wishes to share the ***UNCLASSIFIED CONTRACT INFORMATION*** with anyone other than those authorized by this AU&NDA, ***Recipient*** shall request written permission to do so in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 252.204-7000, Disclosure of information. Only ***Discloser*** has the authority to disclose the ***UNCLASSIFIED CONTRACT INFORMATION***. ***Recipient*** shall not disclose the ***UNCLASSIFIED CONTRACT INFORMATION*** obtained from ***Discloser*** unless required to do so by law. A ***Recipient*** who knowingly fails to comply with the requirements of Federal Acquisition Regulation (FAR) 3.104-3 (prohibition on disclosing procurement information) and 32 CFR Part 2002 may be subject to the penalties and administrative action set forth in 41 U.S.C. 2105 and applicable federal regulations, and or other applicable Treaties, etc.

3. **AUTHORIZED USE: *Recipient* shall not make any use of the *UNCLASSIFIED CONTRACT INFORMATION* except to facilitate the work under the CO/TO referenced above.** ____(initials)

4. ***Recipient*** agrees to return or destroy the ***UNCLASSIFIED CONTRACT INFORMATION*** at the completion of the purpose for the authorized use which required disclosure or not later than 2/28/27, whichever is sooner. ***Recipient*** shall identify all derivative works produced using the ***UNCLASSIFIED CONTRACT INFORMATION*** to ***Discloser*** not later than the above referenced date and request instructions on disposition or retention of such derivative works. A "derivative work," that is, a work that is based on (or derived from) one or more already existing works, in this case the ***UNCLASSIFIED CONTRACT INFORMATION*** referenced herein. Upon request by ***Discloser***, ***Recipient*** shall certify in writing he/she has destroyed the ***UNCLASSIFIED CONTRACT INFORMATION*** within ten days from such a request.

5. The duties and obligations arising from this Agreement equally applies to derivative works created using the restricted use information provided herein.

RESET FORM

***I HEREBY CERTIFY THAT*:**

1. I am a United States citizen ( )/a _____ citizen ( ) (*check all that apply*).

2. I sign this form in my capacity as the Title/Position for the ***Recipient***, both recorded herein.

3. I understand and agree that the term *"**Recipient**"* and the certifications contained herein refer only to the entity recorded herein.

4. The ***Recipient*** (entity) is U.S. owned ( )/a _____ owned ( )/a Government Agency ( )/a Foreign Government ( ), whose corporate headquarters or principal place of business is recorded herein (*check all that apply)*.

5. I understand and agree that if the ***Recipient*** is part of a business partnership (or an employee thereof), or part of a joint venture, or other teaming arrangement; or if the ***Recipient*** has a parent or subsidiary corporation, each parent or subsidiary corporation, or each entity comprising the joint venture or other teaming arrangement must submit a an executed "AU&NDA" in order to gain access to the ***UNCLASSIFIED CONTRACT INFORMATION***. Under no circumstances shall the ***Recipient*** share the ***UNCLASSIFIED CONTRACT INFORMATION*** with another entity, including a parent or Subsidiary Corporation, another Government Agency, another Foreign Government Agency (or an employee thereof), without the express written permission of ***Discloser*** in accordance with Defense Acquisition Regulation Supplement (DFARS) 252.204-7000, Disclosure of Information.

6. I am an officer/employee of the ***Recipient***. There exists a relationship between me and the ***Recipient***, which, for purposes of this AU&NDA, means that the certifications contained herein are legally binding on both the ***Recipient*** and me.

7. For purposes of this AU&NDA, I understand and agree that the term "foreign national" means an individual who is not a United States citizen.

8. **The *Recipient* [has]( )/[has no]( )(check one) *foreign national* employees that require access to the *UNCLASSIFIED CONTRACT INFORMATION*.** (*If answered in the affirmative, Recipient shall request written permission to disclose the **UNCLASSIFIED CONTRACT INFORMATION*** to said *foreign national*(s) in accordance with *DFARS 252.204-7000*).

9. I understand and acknowledge that ***Discloser*** is providing access to the ***UNCLASSIFIED CONTRACT INFORMATION*** for the authorized purpose described above. Furthermore, I understand and acknowledge that ***Recipient*** employees approved to have access to the ***UNCLASSIFIED CONTRACT INFORMATION***, must execute an "AU&NDA" in order to gain access to the ***UNCLASSIFIED CONTRACT INFORMATION***.

10. The ***Recipient*** will limit and control the reproduction and dissemination of the ***UNCLASSIFIED CONTRACT INFORMATION*** to the minimum required for the authorized purpose described above.

11. I understand and acknowledge the ***Recipient*** has a continuing obligation with respect to the ***UNCLASSIFIED CONTRACT INFORMATION*** disclosed.

12. I attest that I am familiar, and will comply, with the standards for accessing, disseminating, handling, and safeguarding the ***UNCLASSIFIED CONTRACT INFORMATION*** to which I am granted access as cited in this AU&NDA and in accordance with 32 CFR Part 2002, applicable LRGWP, and with the guidance provided to me by ***Discloser*** (see CUI_OPSEC Guide).

***I UNDERSTAND AND AGREE TO THE FOLLOWING CONDITIONS for ACCESS TO FCI, CUI, CDI, and CTI*:**

1. **Non-disclosure:** I agree to not disclose any ***UNCLASSIFIED CONTRACT INFORMATION*** 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 ***UNCLASSIFIED CONTRACT INFORMATION*** except for, and to persons with, an appropriate lawful Government purpose. To ascertain whether someone or something is authorized access, pursuant to an applicable lawful Government purpose, to ***UNCLASSIFIED CONTRACT INFORMATION*** that is under my control or in my possession, I will do so in accordance with DFARS 252.204-7000, Disclosure of information.

2. **Scope of information:** I understand that the ***UNCLASSIFIED CONTRACT INFORMATION*** to which I am granted access includes any ***FCI, CUI, CDI, and/or CTI,*** I create or use on behalf of or for the Government, ***FCI, CUI, CDI, and/or CTI*** I receive from the Government to maintain, handle, transmit, or use (for the authorized purpose described herein, in derivative documents, etc.), or ***FCI, CUI, CDI, and/or CTI*** originating from another source (such as ***FCI, CUI, CDI, and/or CTI*** generated for the Government by a contractor of ***Recipient***).

3. **Training:** I acknowledge that I have undergone training concerning the nature and protection of the ***UNCLASSIFIED CONTRACT INFORMATION*** 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 procedures. For training requirements see CUI_OPSEC Guide.

4. **Security/control:** I am obligated to protect ***UNCLASSIFIED CONTRACT INFORMATION*** to which I am granted access from unauthorized disclosure, in accordance with the terms of this agreement, 32 CFR Part 2002, ***Discloser*** guidance, and the LRGWP applicable to the specific categories of ***UNCLASSIFIED CONTRACT INFORMATION*** to which I am granted access.

5. **Reporting breaches:** I agree that I shall promptly report to appropriate officials, in accordance with the guidance issued for the applicable category of ***UNCLASSIFIED CONTRACT INFORMATION***, 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.

6. **Time:** I understand that all conditions and obligations imposed upon me by this agreement apply during the time I am granted access to ***UNCLASSIFIED CONTRACT INFORMATION***, 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 ***Discloser*** or the United States Government. After the information is de-controlled requests for public release must undergo a formal security and policy review and obtain official public release authorization in accordance with DoDI 5230.09, Clearance of DoD Information for Public Release, and DoDI 5230.29, Security and Policy Review of DoD Information for Public Release, before the information is released into the public domain.

7. **Breach:** If I violate the terms and conditions of this agreement, such violation may result in cancellation of my access to ***UNCLASSIFIED CONTRACT INFORMATION***, and, depending upon the LRGWP that governs the ***UNCLASSIFIED CONTRACT INFORMATION***, may result in civil and criminal sanctions, or other penalties and administrative action, as set forth in applicable Treaties, etc. This may also serve as a basis for denying me access to other types of information under ***Discloser's*** control.

8. **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 ***UNCLASSIFIED CONTRACT INFORMATION*** to which I am granted access that is inconsistent with the terms of this AU&NDA.

9. **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 ***UNCLASSIFIED***

CONTRACT INFORMATION 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 ***UNCLASSIFIED CONTRACT INFORMATION*** 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 ***UNCLASSIFIED CONTRACT INFORMATION*** 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 ***UNCLASSIFIED CONTRACT INFORMATION*** to which I have been given access under the terms of this agreement.

10. **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.

11. **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 ***Discloser***, the United States Government, or any of its other departments or agencies.

12. Signing this agreement does not bar disclosures as required by superseding authorities of existing or future LRGWP.

13. I read this agreement carefully and my questions, if any, were answered. I acknowledge that ***Discloser*** 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.

14. I understand and acknowledge the ***Recipient*** may be contacted to verify the statements made herein and that ***Discloser*** may visit the ***Recipient*** to ensure that proper information security practices are in place and are being followed. The ***Recipient*** agrees to cooperate fully in ***Discloser's*** effort in this regard.

15. My statements in this agreement form are true, complete and correct to the best of my knowledge, information and belief. They are made in good faith for the purpose of obtaining access to the ***UNCLASSIFIED CONTRACT INFORMATION*** disclosed for the authorized purpose indicated above. I understand and acknowledge that a knowing and willful false statement in this form is punishable by fine or imprisonment or both, pursuant to 18 United States Code, Section 1001, or other penalties and administrative action, as set forth in applicable Treaties, etc.

16. The information security requirements of the AU&NDAs executed are hereby incorporated by reference into the CO/TO referenced herein.

17. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling. 5 USC 2302(b)(13)

AUTHORIZED USE and NON-DISCLOSURE AGREEMENT (AU&NDA)
for FCI, CUI, CDI, and CTI

ACKNOWLEDGEMENT

Full Name & Title or Position:	***Recipient*'s Name/Entity/Business Address:**	**Telephone Number & email:**

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

Signature: **Date:**

ACCEPTANCE

Full Name of Contracting Officer (KO) (if not KO - Full Name and Title)**:**	**Business Address:**	**Telephone Number & email:**

Signature: **Date:**

DISTRIBUTION LIST (DL):