

CONTRACTOR PERSONNEL NON-DISCLOSURE AGREEMENT

I, _____, an employee of _____ hereby personally consent to the terms of this Agreement in consideration of my being granted conditional access to certain United States nonpublic information in the performance of my employer's contract number **HQ0034-22-C-0064**, with the Influence and Perception Management office (IPMO), Office of the Under Secretary of Defense for Intelligence and Security (OUSD(I&S)).

I understand and agree to the following terms and conditions:

I may gain access to government procurement sensitive information, business confidential or proprietary information of others, contract performance data, pre-decisional business, contract or procurement-related information of the federal government, as well as information protected from improper release or disclosure by the Privacy Act, personally identifiable information (PII), or information that is otherwise sensitive because it is deliberative or pre-decisional in nature, or is sensitive because the information relates to internal Government practices which, if disclosed inappropriately, would allow recipients of the information to circumvent a statute, regulation or give unfair competitive advantage, and controlled information, both classified and unclassified.

Procurement sensitive information, business confidential or proprietary information of others, and contract performance data includes procurement data, contract information, plans, strategies, performance data, and dollar costs and other information described in the Trade Secrets Act, 18 U.S.C. 1905, the Procurement Integrity Act, 41 U.S.C. 423, and the Federal Acquisition Regulation. This information is subject to the disclosure restrictions imposed by one or more of the following laws or regulations: The Trade Secrets Act, 18 U.S.C. 1905; the Procurement Integrity Act, 41 U.S.C. 423; and/or the Federal Acquisition Regulation. Privacy Act information is protected from improper use and release by the Privacy Act of 1974, 5 U.S.C. 552. Pre-decisional and deliberative information is exempt from public release under the terms of the Freedom of Information Act, 5 U.S.C. 552a.

Controlled Unclassified Information (CUI) is information that requires safeguarding or dissemination controls pursuant to and consistent with applicable law, regulations, and government-wide policies but is not classified under Executive Order 13526 or the Atomic Energy Act, as amended. Improper disclosure of such information may result in the imposition of civil and criminal sanctions.

Government pre-decisional business, contract- or procurement-related information includes the categories of information described above in this paragraph and other information concerning discussions, meetings and communications that relate to, and precede, a final action to be taken by the government, even if the final action may properly be disclosed to the public. Such pre-decisional information may also be subject to the deliberative process privilege and no intent to waive same is indicated by its disclosure to contractor personnel, subcontractors and their personnel, consultants or other private persons in the performance of their contractual duties with the federal government.

PII includes, but is not limited to, information pertaining to an individual's education, bank accounts, financial transactions, medical history, and criminal or employment history and other information which can be used to distinguish or trace and individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. This definition includes information that the loss, misuse, or unauthorized access to or modification of could adversely affect the privacy that individuals are entitled to under the Privacy Act.

I certify that:

1. I will use the aforementioned types of information only for official government purposes in the performance of contract number **HQ0034-22-C-0064**. I will disclose such information only to those individuals who have a specific need to know this information in the performance of their official government duties (federal employees) or have a need to know as part of their work under a contract with the government.
2. I will ensure my status as a contractor employee is known when seeking access to and receiving such nonpublic information from government employees.
3. I will not disclose any such information to employees of my company, or to any other contractor personnel/subcontractors/consultants or other privately employed person, unless they also have a specific need to know the information because of a contract with the Department of Defense, any component thereof, or another federal agency and only if they have also signed a copy of this agreement or another agreement that limits their use of the information to official purposes. I will take all reasonable precautions to prevent the unauthorized disclosure and use of such information.
4. I will not disclose, publish, divulge, release, or make known, in any manner or to any extent, to any individual other persons who meet the descriptions in paragraphs 1. or 2. above, the content of any procurement sensitive information, business confidential or proprietary information, contract performance data, and pre-decisional business, contract- or procurement-related information of the federal government, government pre-decisional information or any other information marked as controlled provided to me or obtained during the course of my performance of work in support of contract number **HQ0034-22-C-0064**, or otherwise.
5. I have read this non-disclosure agreement and I understand it. I will fully and completely observe this non-disclosure agreement and will not disclose the information described herein to any unauthorized person, or use any information obtained for private use or gain (my own or that of any other person or entity) at any time, including subsequent to the performance of duties in support of contract number **HQ0034-22-C-0064**.
6. I will submit to Washington Headquarters Services 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 obtain during the course of my work in connection with the Washington Headquarters Services. I hereby assign to the United States all

rights, royalties, remunerations, and emoluments that have resulted or will result or may result from any disclosure, publication, or revelation of nonpublic information not consistent with the terms of this Agreement.

7. I understand unless Washington Headquarters Services provides me a written release from this Agreement, or any portion of it, all terms, conditions and obligations contained in this Agreement apply both during my conditional access, and at all times thereafter.

8. I agree to return any nonpublic information given to me pursuant to this agreement. If I become aware of any improper release or disclosure of such nonpublic information, I will immediately inform the Contracting Officer and the Contracting Officer's Representative in writing.

9. I understand that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject me to administrative, civil, or criminal remedies, as may be authorized by law.

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.

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 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.

NAME (print): _____

CONTRACT COMPANY NAME: _____

SIGNATURE: _____ DATE: _____