

## **CONTRACTOR ACCESS TO INFORMATION NON-DISCLOSURE AGREEMENT**

This Agreement refers to the contract/task orders resulting from Solicitation N00039-16-R-0006 to provide Capacity as a Services (CaaS) to SPAWAR and its Field Activities, System Centers (SSC PAC and LANT), entered into between the Space and Naval Warfare Systems Command (SPAWAR) and **[INSERT COMPANY NAME]** (Company).

As an officer of **[INSERT COMPANY NAME]**, authorized to bind the company, I understand that in connection with the support provided under the contract/task orders resulting from Solicitation N00039-16-R-0006, employees may have maintenance responsibilities requiring access to sensitive information, including Government data and systems with a relatively high risk for causing damage to Government facilities, systems and/or data if compromised.

As used in this Agreement, “sensitive information” includes:

- Government data, including information, documents, media, or machine readable material regardless of physical form or characteristics, that is created or obtained by the Government in the course of official Government business.
- Government facility and systems information, including data center layout and physical inventory of servers; descriptive material, such as schematics, drawings, specifications, or other written or printed documents; physical media, such as computer disks or tapes onto which Government data is recorded, stored, or printed.
- Any information created or obtained by a contractor through the storage, processing, or communication of Government data;
- Any information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

SPAWAR’s policy is to permit access to sensitive information only where such access is required by SPAWAR contractors and their subcontractors in the performance of the contract/task order, and is restricted to those individuals requiring access in the performance of the contract/task order (i.e., “need to know”).

In accordance with the above policy, **[INSERT COMPANY NAME]** hereby agrees that it shall inform each employee tasked to perform under the contract/task order regarding their obligation to utilize information only for the purposes specified in the contract/task order and to safeguard information from unauthorized use and disclosure. A “Contractor Employee Access to Information Non-Disclosure Agreement” shall be obtained from each employee, with a copy of each signed agreement provided to the Contracting Officer prior to assignment, requiring the employee to:

- Utilize sensitive information only for the purposes of performing the services as required by the contract/task order, and not discuss, disclose, release, reproduce or otherwise provide or make available such information or any portion thereof, to any person or entity except those persons authorized to receive the information as required by the contract/task order or as authorized by Federal statute, law, or regulation;
- Safeguard sensitive information from unauthorized use and disclosure, providing the same level of protection that would be provided by SPAWAR employees, and exercising the same reasonable degree of care that would normally be used to protect a contractor's own confidential business information;
- Immediately notify the authorized company representative in the event of any unauthorized use or disclosure, and refrain from any further access until authorized in writing (via letter or email) by the Contracting Officer; and
- Report any violations of this Agreement to the authorized company representative as soon as the violation is identified.

[INSERT COMPANY NAME] agrees that it will promptly (within one business day) notify the Contracting Officer in writing of any violation of the above requirements as soon as the violation is identified. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged. [INSERT COMPANY NAME] further agrees and acknowledges that in addition to such notice that the employee will be restricted from further access until authorized in writing (via letter or email) by the CO.

By my signature on this Agreement, as an officer of [INSERT COMPANY NAME], I certify that I am authorized to execute this Agreement, binding the company. I further certify that I have read and fully understand the obligations under this Agreement. I understand that any unauthorized access or disclosure of information by an employee in violation of this Agreement may result, at a minimum, in removal of any facility and system access, and may subject the employee to criminal and civil penalties and expose the company to significant liability. [INSERT COMPANY NAME] hereby agrees to abide by and enforce all the provisions contained herein, in addition to any facility security requirements.

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Company Authorized Representative Signature

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Date

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Company Authorized Representative Name

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Title

## **CONTRACTOR EMPLOYEE ACCESS TO INFORMATION NON-DISCLOSURE AGREEMENT**

I understand that, as an employee of [INSERT COMPANY NAME], during the performance of the contract/task orders resulting from Solicitation N00039-16-R-0006 in support of SPAWAR and its Field activities, System Centers (SSC PAC and LANT), I may have maintenance responsibilities requiring access to sensitive information, including Government data and systems with a relatively high risk for causing damage to Government facilities, systems and/or data if compromised.

As used in this Agreement, “sensitive information” includes:

- Government data, including information, documents, media, or machine readable material regardless of physical form or characteristics, that is created or obtained by the Government in the course of official Government business.
- Government facility and systems information, including data center layout and physical inventory of servers; descriptive material, such as schematics, drawings, specifications, or other written or printed documents; physical media, such as computer disks or tapes onto which Government data is recorded, stored, or printed.
- Any information created or obtained by a contractor through the storage, processing, or communication of Government data;
- Any information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

SPAWAR’s policy is to permit access to sensitive information only where such access is required by SPAWAR contractors and their subcontractors in the performance of the contract/task order, and is restricted to those individuals requiring access in the performance of the contract/task order (i.e., “need to know”).

In accordance with the above policy, as an employee of [INSERT COMPANY NAME], I agree to:

- Utilize sensitive information only for the purposes of performing the services as required by the contract/task order, and not discuss, disclose, release, reproduce or otherwise provide or make available such information or any portion thereof, to any person or entity except those persons authorized to receive the information as required by the contract/task order or as authorized by Federal statute, law, or regulation;
- Safeguard sensitive information from unauthorized use and disclosure, providing the same level of protection that would be provided by SPAWAR employees, and exercising the same reasonable degree of care that would normally be used to protect a contractor’s own confidential business information;

- Immediately notify the authorized company representative in the event of any unauthorized use or disclosure, and refrain from any further access until authorized in writing (via letter or email) by the Contracting Officer; and
- Report any violations of this Agreement to the authorized company representative as soon as the violation is identified.

By my signature on this Agreement, as acknowledged by my company's authorized representative's signature on the "Contractor Access to Information Non-Disclosure Agreement," I certify that I am authorized by my company to execute this Agreement. I further certify that I have read and fully understand the obligations imposed under this Agreement and agree to abide by all the provisions contained herein, in addition to any facility security requirements. I agree that the obligation not to use, discuss, disclose, release, reproduce or otherwise provide or make available the information continues even after completion of the contract/task order and/or my employment. I will promptly (within one business day) report any actual or suspected unauthorized use, disclosure, release, or reproduction of such information or violation of this agreement of which I am now or may become aware. I understand that any unauthorized access or disclosure of information in violation of this Agreement may result, at a minimum, in removal of any facility and system access, and may subject me to criminal and civil penalties and expose my company to significant liability.

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Employee Signature

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Date

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Employee Name

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Title