

**Integrated Undersea Surveillance System (IUSS) Logistics Support Facility (LSF)
NESI Collaboration Site Access
Use and Non-Disclosure Agreement (NDA)**

The undersigned, _____, an authorized representative of the _____, (which is hereinafter referred to as the “Recipient”) requests the Government to provide the Recipient with technical data identified in the most current version of the .pdf document entitled “Performance Work Statement (PWS) for the Integrated Undersea Surveillance System (IUSS) Logistics Support Facility (LSF)” posted on the NESI Collaboration website (hereinafter referred to as “Data”) for which the Government has determined that access to the Data must be restricted. **By executing this NDA, the recipient represents that it is a U.S. DoD contractor, as that term is defined in DoD Instruction 5230.24.** The Recipient agrees to use the Data strictly in accordance with this Agreement:

(1) The Recipient shall:

Use, modify, reproduce, or display the Data only for the purposes of preparing and submitting a response to the Request for Proposal (RFP) for Integrated Undersea Surveillance System (IUSS) Logistics Support Facility (LSF). The Recipient shall not use the Data for any other purpose whatsoever. The Recipient shall not release, perform, display, or disclose these Data, without the express written permission of the IUSS LSF Procuring Contracting Officer (PCO), Katarzyna Staron-Barabasz (Kat.Staron@navy.mil), to any other company, entity, or person, to include all affiliates and subsidiaries of the above noted company and its subcontractors and prospective subcontractors.

(2) Up to two (2) people may be listed as Points of Contact below and receive access to the NESI Collaboration website; however, these persons are not required to sign the NDA. The points of contact may distribute the Data only to others within their company, provided that the Data is handled in accordance with the applicable distribution statement.

(3) The Recipient agrees to adopt or establish operating procedures and physical security measures designed to protect these Data from inadvertent release or disclosure to unauthorized persons or third parties.

(4) The Recipient agrees to accept these Data “as is” without any Government representation as to suitability for intended use or warranty whatsoever.

(5) The Government reserves the right to limit or restrict a Recipient’s access to the Data should the Recipient breach any terms or conditions of this agreement. Further, a Recipient’s breach may result in violation of the Arms Export Control Act (Title 22, U.S.C., Sec 2751), which can result in criminal and/or civil penalties.

(6) The Recipient agrees to destroy these Data, and all copies of the Data in its possession, no later than 30 days after submission of a response to the Request for Proposal (RFP) for Integrated Undersea Surveillance System (IUSS) Logistics Support Facility (LSF) or as otherwise notified by the Government. The Recipient also agrees to have all persons to whom it released the Data do so by that date, and to notify the IUSS LSF Procuring Contracting Officer (PCO), Katarzyna Staron-Barabasz (Kat.Staron@navy.mil) that the Data have been destroyed.

(7) This Agreement shall be effective for the period commencing with the Recipient's execution of this Agreement and ending 30 days after the closing of the submission period for responses to the Request for Proposal (RFP) for Integrated Undersea Surveillance System (IUSS) Logistics

Support Facility (LSF) or as otherwise notified by the Government. The obligations imposed by this Agreement shall survive the expiration or termination of the Agreement.

(8) The recipient shall provide a cage code and contact information for a Government point of contact for the listed contract.

Cage Code _____

Name of Contract Point of Contact _____

Phone Number _____

E-mail address _____

Recipient's Business Name _____

By _____

(Authorized Representative's signature) Date

Representative's Typed Name _____

Title _____

1) Name of Point of Contact _____

E-mail address _____

2. Name of Point of Contact _____

E-mail address _____