

Government Contractor Non-Disclosure Agreement

FED LOG is a FOR OFFICIAL USE ONLY (FOUO) product. Unauthorized distribution of this product or its contents is strictly prohibited and may be punishable by civilian and criminal penalties. Proprietary manufacturers' data and NATO Stock Numbers are contained in the product, neither of which is releasable to the general public. The Procurement Contracting Officer (PCO) authorizes FED LOG as a requirement for a specific contract(s); therefore, as a restricted product, FED LOG must be controlled and not used for any other purpose outside of specified contract.

1. To carry out the duties and functions of the United States (U.S.), certain information may be disclosed to Contractors that are authorized representatives of the U.S. for the purposes of the disclosure and this Contractor Non-Disclosure Agreement. This Agreement covers information, technical data, and trade secrets, access to which is under the control of the Department of Defense (DoD), and that are either associated with stock numbers codified by countries other than the U.S. or described at 18 U.S.C. 1905, 10 U.S.C. 2320(a)(2)(D) or 5 U.S.C. 552(b)(4). Such disclosure shall be considered authorized and not a disclosure to the public or outside the Government for the purposes of these statutes. The disclosure is subject to and shall be in accordance with all conditions and limitations set forth herein.

2. This Non-Disclosure Agreement is entered into between the Issuing Government Agency (Sponsor) Sponsoring and the Contract Awardee (Government Contractor),

PCO _____ Title _____

Address _____

City / State / Zip _____

Contract Awardee (Government Contractor),

POC _____ Title _____

Company _____

Address _____

City / State / Zip _____

Parties to Contract No. _____

was signed on _____ with an expected duration of _____ years.

Current Option _____

has a period of performance to _____

3. The Sponsor hereby determines that disclosure of information contained in FED LOG (Federal Logistics Data on mobile Media (Compact Disc-Read Only Memory (CD-ROM) and/or Digital Versatile Disc (DVD media)) is necessary so that the Contractor may perform the work required by the Contract to support the United States Government and is sponsoring acquisition of FED LOG on behalf of such Contractor.

4. Under this Sponsorship Agreement the Contractor will be authorized to receive (# of copies per month) _____ of FED LOG (please indicate media) in the _____ DVD or _____ 5-disc CD SET media for fulfillment of Contract No. _____ to be used by _____ (approximate number) of users at the following Address or location.

Please complete the authorized mailing address (in USPS CASS Format) for the FED LOG distribution.

Effective 10/1/2013

Attn*: _____(Person Name)

Company Name : _____

Contract No: _____

Street or Delivery address: _____

City/ State/ Zip+4: _____

The Attention Line should be a person who is responsible for the disc at that location. Please provide their contact information below.

Phone: _____ Email: _____

5. DoD shall grant the right to use FED LOG until such time as it is no longer required for the performance of work under the Contract option, the Contract is completed or terminated, the sponsor requests termination, or DoD terminates the acquisition.

6. Intending to be legally bound, the Contractor accepts the obligations contained in this Agreement in consideration of being granted the right to use FED LOG for the fulfillment of the specific Contract (s) listed above in Para 2.

7. The Contractor agrees that it shall use information contained in FED LOG only for the purposes of the work required by the Contract listed above in Para 2, and shall not use such data for commercial or any other purposes. The use of FED LOG is not transferable.

8. The Contractor agrees that it shall not disclose or provide access to information contained in FED LOG to anyone unless it has verified that the recipient has been properly authorized to receive such information. It is recommended that all employees of the Contractor sign an Employee Non-Disclosure Agreements pursuant to this Agreement.

9. The Contractor agrees to adopt operating procedures and physical security measures to properly safeguard such information from unauthorized use and from disclosure or release to unauthorized third parties and to provide documentation to DOD Sponsor for review. The Sponsors' security/contracting officer approval and continual review/inspection is recommended.

10. The Contractor agrees to disposed of or return to the cognizant contracting office all copies of FED LOG which it has possession pursuant to this Agreement in accordance with disposition instructions given by the Government Sponsor when the information is no longer required for the performance of work under the Contract, or upon completion or termination of the Contract, whichever comes first. Interim disposition plan instructions during the life of the contract may include the periodic and/or systematic destruction and disposal of the FED LOG discs on a monthly, quarterly, bi-yearly or yearly schedule in accordance with the FOUO protocol. The Contractor is may not retain FED LOG beyond the specified Contract expiration.

The Disposition Instructions are as follows:

11. Each provision of this Agreement is severable. If a court should find any provision of this agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

Effective 10/1/2013

CONTRACTOR REPRESENTATIVE

____I have read and discussed with the Government Procuring/Procurement Contracting Officer (PCO) the sponsorship requirements posted on <http://www.logisticsinformationservice.dla.mil/govcontractor.asp>

____I accepted the FOUO safeguarding and protocol as specified within this Non-Disclosure Agreement and take the responsibility of the adherence to all requirements. I certify that the employees having access to FED LOG are aware of the restrictions and the FOUO Protocol prior to this sponsorship.

____I have discussed and am prepared to execute the disposition plan provided by the PCO in this document.

Date: _____

Name: (Typed or printed) _____

Hand written Signature: _____

Title: _____

Address: _____

Phone number / FAX Number: _____

E-MAIL: _____

DOD SPONSOR

____I have read and discussed with the contractor the sponsorship requirements posted on <http://www.logisticsinformationservice.dla.mil/govcontractor.asp>

____I have reviewed and discussed with the contractor and accepted the FOUO protocol specified within this Non- Disclosure Agreement. And take the responsibility of the contractors' adherence to its terms and conditions.

Date: _____

Procurement Contracting Officer Name: (Typed or printed): _____

PCO handwritten Signature: _____ (mandatory)

Title: _____

Address: _____

Phone Number / FAX number: _____

E-MAIL: _____