

Government Agency Non-Disclosure Agreement for FED LOG

FED LOG is a FOR OFFICIAL USE ONLY (FOUO) Unauthorized distribution of this product or its contents is strictly prohibited and may be punishable by civilian and criminal penalties. Proprietary manufacturers' data and Non-US Stock Numbers are contained in the product, neither of which is releasable to the general public.

The Government Agency Point of Contact (POC) has indicated that FED LOG is a requirement for a specific purpose; therefore, as a restricted product, FED LOG must be controlled and not used for any other purpose outside of specified purposes listed below in Para 2. It is the Government's POC responsibility to ensure all authorized users with access to the FED LOG are aware of the non-releasability and disposal requirements of the FED LOG product.

1. To carry out the duties and functions of the United States (U.S.), certain information may be disclosed to authorized Government Agencies of the U.S. for the purposes of the disclosure and this Non-Disclosure Agreement. This Agreement covers information, technical data, and trade secrets, and proprietary data, 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. This 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 by the Government Agency Point of Contact
Name _____
Title: _____
Government Agency _____
Address _____

City / State / Zip _____

For the purpose of (please explain)

The expected duration of the purpose is _____ months/years and will be complete or expire on date _____. The Purpose is _____ / is not _____ (please indicate) expected to be renewed or to be continued.

3. The Government Agency POC hereby determines that the information contained in FED LOG (Federal Logistics Data on Compact Disc-Read Only Memory (CD-ROM) and/or Digital Versatile Disc (DVD media)) is required for the performance of the purpose listed in paragraph 2. Because of this requirement, the Government Agency is considered to be an authorized representative of the U.S. for the purpose of this Agreement. Therefore, the Government Agency and their users of FED LOG are subject to the same mandatory information security requirements under DOD policy and procedures.

4. Under this Agreement the Government Agency will be authorized to receive _____ monthly copies (# of copies per month) of FED LOG in the _____ DVD or _____ 5-disc CD SET media (please indicate media) for fulfillment of purpose. FED LOG will be used by _____ (approximate number) of authorized users at the authorized address.

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Attn _____
 Agency _____
 Address (optional) _____
 Address (optional) _____
 Delivery Address _____
 City/State/Zip+4 _____

5. DoD shall grant the right to use FED LOG until such time as the permission expires, it is no longer required for the purpose under this Agreement, the purpose is completed or terminated, the POC requests termination, or DoD terminates the permission.

6. Intending to be legally bound, the Government Agency POC accepts the obligations contained in this Agreement in consideration of being granted the right to use FED LOG for the fulfillment of the specific purpose (s) listed above in Para 2. The Government Agency POC acknowledges that all obligations imposed by this Agreement concerning use and disclosure of information contained in FED LOG apply for the duration of the purpose and at all times thereafter.

7. The Government Agency agrees that it shall use information contained in FED LOG only for the purposes of the work listed above in Para 2, and shall not use such data for commercial or any other corporate purposes. The use of FED LOG is not transferable to unauthorized non-agency users or unsecure systems or locations.

8. The Government Agency agrees that it shall not disclose or provide access to information contained in FED LOG to anyone unless it has verified that the employee has been properly authorized to receive such information, and has been briefed on the DOD FOUO protocol. It is recommended the all employees of the Government Agency who have signed Employee Non-Disclosure Agreements pursuant to this Agreement.

9. The Government Agency 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. These operating procedures should include an annual security awareness and/or information assurance review.

10. The Government Agency users agree to dispose or return to the Government Agency POC all copies of FED LOG which it has possession pursuant to this Agreement in accordance with disposition instructions when the information is no longer required for the performance of work. Interim disposition instructions 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 Government Agency user is may not retain FED LOG beyond the specified purpose 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.

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GOVERNMENT AGENCY REPRESENTATIVE

I accept the responsibility of my Government Agency's adherence to the terms and conditions of the conditions specified within this Non-Disclosure Agreement and take the responsibility of the adherence of all the FOUO protocol and requirements. I certify that the Government Agency employees having access to FED LOG are authorized by this Government Agency and are aware of the restrictions and safeguarding of FOUO data and products.

Date: _____

Government Agency POC
Name: (Typed or printed) _____

Signature*: _____

Title: _____

Address: _____

Phone number / FAX Number: _____

E-MAIL: _____

*Digital signatures are not acceptable, please hand sign.

Please Fax completed NDA to Subscriptions 269-961-4979.