

## Non-Disclosure Agreement for Government Contractor

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. 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, 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 but not limited to, 18 U.S.C. 1905, 10 U.S.C. 2320(a)(2)(D) or 5 U.S.C. 552(b)(4) and DFARS 227.71 . Such disclosure shall be considered authorized and not a disclosure to the public or outside the Government for the purposes of these statutes and regulations. 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), for the contract(s) specified below:

Parties and Contract No. \_\_\_\_\_

Signed on \_\_\_\_\_ with an expected duration of \_\_\_\_\_ years.

Current Option \_\_\_\_\_

Has a period of performance to \_\_\_\_\_

3. The Sponsor has 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 required so that the Contractor may perform the work required by the Contract in support of the United States Government.

4. Under this 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.

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

Attn\* : \_\_\_\_\_ ( Person Name)

Company Name: \_\_\_\_\_

Contract No: \_\_\_\_\_

Street or Delivery address: \_\_\_\_\_

City/ State/ Zip+4: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

5. DoD shall grant the right to use FED LOG until it is no longer required for the performance of work under the Contract, the Contract is completed or terminated, the sponsor requests termination, or DoD terminates the acquisition. 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 Section 2, and shall not use such data for commercial or any other purposes. The use of FED LOG is not transferable.

6. 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. Contractor employees may be required to sign an Employee Non-Disclosure Agreements in accordance with DoD contractual terms and information protection requirements. The Sponsor should be contacted for further guidance.

7. The Contractor agrees to adopt or establish operating procedures and physical security measures designed to properly safeguard such information from unauthorized use and from disclosure or release to unauthorized third parties.

8. The Contractor agrees to disposed, return, or otherwise dispose in accordance with Sponsor's disposition requirements all copies of FED LOG which it has possession pursuant to this Agreement. Disposition may occur in 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's 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 based on the Sponsor's requirements. The Contractor is may not retain FED LOG beyond the specified Contract expiration.

9. 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.

**CONTRACTOR REPRESENTATIVE**

I have read and discussed with the Government Procuring/Procurement Contracting Officer (PCO) the sponsorship requirements posted on <http://www.dla.mil/HQ/InformationOperations/Offers/services/CustomerOutreach/Subscriptions/orderGovtContractor.aspx> I accepted the FOUO safeguarding, 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.

Date: \_\_\_\_\_

Name: (Typed or printed) \_\_\_\_\_

Hand written Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone number / FAX Number: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**DOD SPONSOR**

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

Date: \_\_\_\_\_

Contracting Officer Name: (Typed or printed):

\_\_\_\_\_

CO handwritten Signature : \_\_\_\_\_ ( mandatory)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number / FAX number: \_\_\_\_\_

E-MAIL: \_\_\_\_\_