

Federal Bureau of Investigation

Non-Disclosure Agreement

For

FBI Sensitive Information and Data

FBI Academy Security Gates Project - 15F06718R000005

This Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made and entered into on Day, Date, hereinafter the "Effective Date", by and between _____ (First, Middle, Last Name), _____ (Title), an employee of _____ (Company) and the Federal Bureau of Investigation (FBI).

1. The purpose of this Agreement is to document certain terms, rights and responsibilities between the above named individual and the individual's company (also named above), and the FBI with respect to any and all FBI mission sensitive information (to include but not limited to verbal, visual, written, printed, electronic media, and disc transfers related to FBI Procurements, Facilities and/or Requirements). This Agreement arises out of the information provided by the FBI to the individual and, therefore, the individual's company, and the development of information by other entities for the FBI which, in the course of procurements or mission of the FBI, may be provided or discussed. Being legally bound, I hereby accept the obligations contained in this Agreement as a condition of working with, or for, the FBI.
2. It is agreed that the individual and/or the company (signatories) **SHALL NOT** release any information to include financial or otherwise, compact disc, drawing, illustration, schematic sketch or interpretations, or data derivation there from, created or received as a result of, or related to, any FBI Request for Proposal; Invitation for Bid; Contract (or related subcontract); Requirement(s); Project(s), or Investigation(s) that I/we have been associated with or have knowledge of, to any other individual or entity whether real or simulated, in contravention of this Agreement without the prior written approval of the FBI Contracting Officer. This understanding and Agreement applies equally to the individual and the employing company (signatories hereto) and is applicable to the release of any FBI related information.
3. In the instance where the FBI provides a compact CADD drawing disc, because there is a possibility that information and data delivered in machine readable form may be altered whether inadvertently or otherwise, the FBI will retain a hard copy of the originals of the electronic documentation delivered to the Company, in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two. Furthermore, the Company understands that the automated transfer of information and data from the system and format used by the FBI to a possible alternate system or format cannot be accomplished without the introduction of anomalies and/or errors. The Company agrees to assume all risks associated therewith and to the fullest extent permitted by law hold harmless and indemnify the FBI from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising there from or in connection therewith. This indemnification applies, without limitation, to any use of the project documentation on other projects,

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for additions to this project or for completion of this project by others, expecting only such as may be authorized in writing by the FBI.

4. If compact disc(s) are transmitted with or as a result of this Agreement, the Company and its employees shall review them to ensure that they are in accordance with the contract documents (i.e., specifications, drawings, etc.). Compact discs could be provided to the Company as a courtesy to assist in preparing shop control drawings by the Company (or subcontractors identified in the Company's proposal). If there are any discrepancies between the compact disc and the contract documents, the contract documents shall prevail. The contract documents shall be adhered to at all times, unless changed by the Contracting Officer pursuant to the Changes Clause and incorporated into the contract by modification.
5. FBI documents received via any transfer method are the sole property of the U.S. Government. Further reproduction and/or distribution are **strictly prohibited** without the expressed written permission of the FBI Contracting Officer and Program's Security Officer. These files are for the sole use of the Company (and/or proposed subcontractor(s)) and shall only be installed on a password protected system. These documents may not be transmitted over the internet in any form nor be installed on a system connected to a wide area network. At the completion of the project, all documents shall be returned to the FBI Contracting Officer.
6. FBI Document Security Requirements and Procedures state that normal day-to-day operations of the Company and/or its subcontractor(s) who receive FBI construction documents be conducted on an authorized Automated Information System as referred to in Federal Standard 1037C which has the proper level of security control to provide non-repudiation; authentication; and encryption to ensure confidentiality and integrity of the information. **Under no circumstances shall FBI construction documents/drawings be posted to a website, blog, forum, File Transfer Protocol sites, any open area on the internet or any publically accessible media/site.**
7. In addition to the above, the Company and/or its subcontractor(s) and/or any individual who possesses compact disc copies shall follow NIST Special Publications 800-88 Guidelines for Media Sanitization. Media sanitization is the process for removing data from storage media with reasonable assurance that the data cannot be retrieved and reconstructed. All of the residual magnetic, optical, or electrical representation of data that has been deleted from the media must not be easily recoverable.
8. Furthermore, in the event of employment or contract termination for any reason, I agree not to disclose any information in any form related to the FBI or its mission or FBI projects that I have been associated

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with or have knowledge of, as identified in paragraph (3) above to any individual or entity whether real or simulated.

9. Nothing in this agreement shall preclude the release of the following types of Information:
 - A. A statement that an employee has performed professional contractor services as an assignment for the FBI;
 - B. The dates of an employee's assignment;
 - C. The general nature of the professional services that the employee provided, such as Cost Estimating, Design Review, Construction Administration or Construction Contract Execution.
10. This Agreement is effective on the Effective Date identified on page 1 and shall continue for a period of five (5) years following termination/separation from any project(s) associated with an FBI RFP or its resultant contract.
11. Unless and until I or the Company are released in writing by the FBI Contacting Officer, I/we understand that all conditions and obligations imposed upon me by this Agreement apply during the time I/we are granted access to the aforementioned data and for a period of 5 years thereafter.
12. Modifications to this Agreement shall have no legal effect unless reduced to writing and executed by the signatories below.
13. Violations of this Agreement may constitute cause for revocation of my and/or the Company's services as a professional in support of the FBI, termination of any security clearances held, subject the individual and/or Company to criminal sanction, subject me and/or the Company to personal liability in civil action at law, including but not limited to injunctive relief, the imposition of a constructive trust, and the disgorging/return of any profits arising from any unauthorized publication or disclosure. In that regard and under those circumstances, I hereby irrevocably assign all rights, title, and interest in any such profits to the United States.
14. The signatories may not assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party (except to a legally recognized successor in interest to all or substantially all of the Party's assets) without the prior consent in writing from the FBI Contracting Officer. This Agreement shall benefit and be binding upon the successors and assigns of the parties hereto.

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15. The individuals below (signatories) are bound together either by employment or professional association via Contract, Subcontract or Teaming Agreement. Each individual has read this Agreement, understand the terms and, by signature, are in agreement.

16. **IN WITNESS THEREOF**, the Parties have caused this Non-Disclosure Agreement to be executed in duplicate originals (electronic media accepted as originals) as of the Effective Date.

Individual

_____/_____
Individual's Signature Date

Social Security Number

Prime Contractor / Employer

_____/_____
Corporate Officer's Signature Date

Name of Company

Subcontractor / Employer (if applicable)

_____/_____
Corporate Officer's Signature Date

Name of Company

FBI Contracting Officer

_____/_____
Signature Date