

## ATTACHMENT C

### NON-DISCLOSURE AGREEMENT

#### Non-Disclosure Agreement (employee/contractor)

##### Conditional Access to Sensitive Security Information

I, \_\_\_\_\_, as an officer or employee of \_\_\_\_\_ **[name of company]** (hereafter, the Company), hereby consent to the terms and conditions of this Non-Disclosure Agreement (hereafter, Agreement) in consideration of my being granted conditional access to certain United States Government documents or other material containing sensitive security information (hereafter, SSI).

I understand and agree to the following terms and conditions:

1. By being granted conditional access to SSI, special confidence and trust has been placed in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and all applicable laws.
2. As used in this Agreement, SSI is that information defined in 49 CFR Part 1520 but also includes any information not specifically mentioned in Part 1520, but marked as "sensitive security information" or "SSI."
3. Based on the United States Coast Guard (hereafter, USCG) and/or the Company determination that I have a security-related need to know, I am being granted conditional access to SSI contingent upon my execution of this Agreement for the sole purpose of **[insert purpose of disclosure; or contracts, insert "performing work under Contract No. \_\_\_\_\_ (hereafter, Contract)"]**. This approval will permit me to have conditional access to certain SSI, including but not limited to, **[if possible, insert specific description of SSI to be disclosed, such as model algorithms, intelligence ratings, threat scenarios, and model output data, ]** and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me to have access to materials that the USCG or the Company have determined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include sensitive but unclassified information provided to the USCG by other agencies of the United States Government, or any other SSI that I do not have a security-related need to know.
4. I will disclose SSI that is provided to me pursuant to this Agreement only to other officers or employees of the Company who have a security-related need to know and who have signed a non-disclosure agreement with the USCG. I will never divulge to anyone outside of the Company, or to anyone employed by the Company who does not have a security-related need to know, SSI that is provided to me.
5. If I become aware or have reason to believe that SSI may have been released to any unauthorized person, I will immediately notify the USCG.
6. I understand that the unauthorized disclosure of SSI could compromise the safety and security of transportation.
7. If I violate the terms or conditions of this Agreement, such violation may result in the cancellation of my conditional access to SSI. This may serve as a basis for denying me conditional access to other United States Government information, both classified and sensitive, in the future. If I violate the terms or

conditions of this Agreement, the United States may institute a civil penalty against me pursuant to 49 U.S.C. 46301 and 49 CFR Part 1520 or take other enforcement or corrective action.

8. Unless and until I am provided a written release by the USCG from this Agreement or any portion of it, all conditions and obligations contained in this Agreement shall apply both during my period of conditional access, **(which shall terminate at the conclusion of my work under this Contract)**, and at all times thereafter.

9. Each provision of this Agreement is severable. If any administrative or judicial tribunal should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

10. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including but not limited to application for a court order prohibiting disclosure of information in breach of this Agreement, imposition of civil penalties, and any other enforcement or corrective action.

11. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or judicial proceeding to protect any SSI to which I have been given conditional access under the terms of this Agreement.

12. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents), and other statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and supersede this Agreement to the extent of any conflict.

13. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

14. I make this Agreement in good faith, without mental reservation or purpose of evasion.

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Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Title