



NON-DISCLOSURE AGREEMENT FOR USAID PERSONAL SERVICES CONTRACTORS ACCESSING CONTRACTOR PERFORMANCE INFORMATION

This document outlines an agreement between the U.S. Agency for International Development (USAID) and a Personal Services Contractor (PSC*) requiring access to the following contractor performance systems that are hosted by the Naval Sea Logistics Center or to information downloaded from them: *(Check the boxes for the system(s) for which the PSC requires access. Do not check boxes if user will be utilizing information from the systems but will not require his/her own personal system access.)*

1. Contractor Performance Assessment System (CPARS)
2. Federal Awardee Performance and Integrity Information System (FAPIIS**)
3. View Performance Records (formerly known as PPIRS)

Access to these and future contractor performance systems and/or information contained in them is restricted to:

1. Authorized U.S. Government personnel, including personnel performing contract specialist and/or contracting officer's representative (COR) duties, and/or serving on a source selection committee while employed under USAID personal service contracts, and
2. The contractor whose performance is the subject of the information.
(Ref: 48 CFR 42.1503 and 48 CFR 742.1503)

This information is highly confidential and is protected from unauthorized disclosure, as source selection information, under 41 U.S.C. 423. Disclosure of this information to unauthorized persons would harm the U.S. Government's interests, and the integrity of the competitive acquisition process. Certain information contained in these systems also falls under the protection of the Privacy Act (5 U.S.C. 552a). Further, specific information may be exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552). Criminal penalties for unauthorized disclosure are specified in 18 U.S.C. 1905. The PSC is further bound by any other applicable statutes and regulations concerning unauthorized disclosure of government information (e.g., 50 U.S.C. section 783, 18 U.S.C. section 798).

* PSCs includes USPSCs and Cooperating Country National (CCN)PSCs (CCNPSC)/ Third Country National (TCN) PSCs (TCNPSC).

** Federal Awardee Performance Integrity Information System (FAPIIS) information submitted after April 15, 2011 may be made publicly available under section 3010 of P.L.111-212, Supplemental Appropriations Act, 2010, and is exempted from this Nondisclosure Agreement.

The PSC has signed the Contract with USAID identified below. As a result of which, the PSC will require access to contractor performance systems and/or information contained in them for the performance of the specified duties of the Contract. This agreement is hereby incorporated under Article VI, Additional Clauses, of this Contract, but it also contains continuing restrictions and obligations that survive the expiration, termination, or cancellation of the Contract.

1. I require personal access to the system(s) for *(Check appropriate boxes)*
 - a. Contract specialist duties (any of the above systems)
 - b. COR duties (CPARS access only)
 - c. Source selection committee duties for _____ **days**
(Limited term View Performance Records access only, not to exceed 90 days)
 - d. N/A, (personal access to the systems is not required)
2. I agree to abide in all respects by 41, U.S.C. 423, The Procurement Integrity Act, and specifically agree not to disclose source selection information or contractor bid proposal information to any person or entity not authorized by agency regulations to receive such information; in addition, I specifically agree not to knowingly obtain source selection information or contractor bid or proposal information prior to the award of a federal agency procurement contract to which the information relates when I have not been authorized by agency regulations to receive such information.
3. I accept the obligations contained in this agreement in consideration of my being granted access to the contractor performance systems and/or information contained in them. I have been advised that any breach of this Agreement may result in the termination of my access to the contractor performance systems and/or information contained in them, which, if such termination effectively negates my ability to perform my assigned duties, may lead to the termination of my employment or other relationships with USAID. I am aware that unauthorized release or mishandling of any information gathered from the contractor performance systems may be ground for criminal and/or civil penalties.
4. Therefore, I will not disclose any information contained in these systems (technical or otherwise) outside of USAID without proper authorization, and further I will refrain from using such information for any purpose other than that for which it was furnished to me. I agree to protect said information from any and all unauthorized use or disclosure, and any and all information that I disclose outside of USAID must be with the approval and expressed authorization of the appropriate USAID authority. In addition, I understand and agree that I have the responsibility to protect and safeguard in the United States and other countries the U.S. Government's legal rights in the technology and intellectual property arising under or related to the development and use of these systems.
5. Survival of Restrictions and Obligations. I agree that the restrictions and obligations with respect to unauthorized disclosure of information in the Non-Disclosure Agreement shall survive any expiration, termination or cancellation of this Contract. This Non-Disclosure Agreement continues in force beyond my employment as a personal service contractor, independent of any access or termination of access to the systems, in accordance with post-employment restrictions contained in 18 U.S.C. 207.
6. Term of Access. I agree that the term of authorized access to the above-indicated system(s) in this Nondisclosure Agreement shall be the same as this Contract, including

the term of any modifications thereto, unless this access is terminated sooner by the system managers or the Contracting Officer.

7. Materiality. I further agree that this Nondisclosure Agreement is a significant element of the PSC's performance of this Contract, and any breach of this Nondisclosure Agreement shall constitute a material breach of this Contract.

PSC Signature	Signature Date
Typed PSC Name	Personal Services Contract Number
PSC Title	Contract Expiration Date (MM/DD/YYYY)
Contracting Officer Signature U.S. Agency for International Development	Signature Date (MM/DD/YYYY)
Typed Contracting Officer Name	