

Consolidated Project Performer & Personnel Nondisclosure Agreement

Between: The Naval Air Systems Command (“NAVAIR”)

And: The Undersigned Project Performer

Regarding: Conditional Access to Controlled Unclassified Information (CUI) and Classified Information for Statement of Need (SoN) Project: Future Attack Strike (FASt)

1. Parties

This Nondisclosure Agreement (“Agreement”) is made between the Naval Air Systems Command (“NAVAIR”) and the undersigned Prospective Project Performer (“Performer”) as a condition for receiving access to Controlled Unclassified Information (CUI) and Classified Information related to the project referenced above.

2. Purpose of Disclosure

Performer is being granted access to CUI and/or Classified Information for the sole purpose of preparing a responses to the Request for Information’s, future Request for White Papers, as well as attending the associated classified industry day event. Performer shall not use the protected information for any other purpose.

3. Definitions

Controlled Unclassified Information (CUI): As defined in 32 CFR Part 2002, CUI is information the Government creates or possesses, or that an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Government-wide policy requires or permits an agency to handle using safeguarding or dissemination controls. This includes:

- Government acquisition-sensitive information, source selection information, and contractor bid or proposal information.
- Proprietary economic, financial, or business information.
- Personally Identifiable Information (PII).
- Controlled Technical Information (CTI), including technical data subject to ITAR or EAR.
- Any other information explicitly identified as CUI by an authorized Government employee.

Classified Information: Information that has been determined pursuant to Executive Order 13526, or any predecessor order, to require protection against unauthorized disclosure in the interest of national security and is marked (e.g., CONFIDENTIAL, SECRET, TOP SECRET) to indicate its classified status.

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4. Binding Agreement, Personnel Obligations, and Vetting Requirements

By signing this Agreement, the Performer certifies that it has the authority to bind its organization. The Performer accepts full responsibility for ensuring that every director, officer, employee, agent, and subcontractor ("Personnel") who is granted access to the CUI or Classified Information abides by the terms of this Agreement.

To appropriately vet individuals for the event and material access, the Performer agrees to the following conditions and shall ensure its Personnel also comply:

- **Facility and Personnel Clearances:** To access or submit classified responses, the responding entity must possess an active Facility Clearance (FCL) and safeguarding capabilities commensurate with the classification level. Personnel attending the event must hold the appropriate Personnel Security Clearance (PCL).
- **Visit Authorization Request (VAR):** The Performer's Facility Security Officer (FSO) must submit a VAR via the Defense Information System for Security (DISS) to the designated NAVAIR Security Management Office (SMO) code prior to the event.
- **Proof of Citizenship & Need-to-Know:** Access is strictly limited to U.S. Citizens with verified need-to-know justification for the specific classified materials being presented.
- **Access Control & Training:** The Performer shall only grant access to Personnel with a need-to-know. All Personnel must be trained on the proper handling, marking, and safeguarding of CUI and Classified Information before granting them access.
- **Flow-Down:** These obligations shall be flowed down to any subcontractors or agents granted access.

5. Handling and Non-Disclosure Instructions

The Performer agrees to protect CUI and Classified Information from unauthorized disclosure and handle it in accordance with EO 13526, EO 13556, 32 CFR Part 2002, DoD Instruction 5200.48, DFARS 252.204-7012, NIST SP 800-171, the National Industrial Security Program Operating Manual (NISPOM - 32 CFR Part 117), and any other relevant policies. More info on CUI can be found at the [DoD CUI Registry](#).

CUI Transmission:

- **Marking:** Every page containing CUI must be clearly marked with "CUI" at the top and bottom.
- **Secure Transmission:** CUI must *not* be submitted through standard, unencrypted email. Submitters must use DoD SAFE for large files or Encrypted Email (ensuring

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the recipient's DoD email can receive encrypted traffic). Pre-coordination with the Agreements Officer (AO) via unclassified email is required prior to sending.

Classified Transmission:

- **Pre-Coordination:** At least five (5) business days prior to submission, the respondent must contact the designated Security POC and AO on an unclassified network to state their intent to submit classified materials.
- **Prohibitions:** Under no circumstances should classified information be transmitted via unclassified networks, unencrypted email, or standard unclassified portals.
- **Authorized Channels:** Transmission must occur via SIPRNet to the designated Government sponsor's SIPR email, OR via Secure Courier / Physical Delivery (double-wrapped and marked in accordance with the NISPOM, 32 CFR Part 117).
- **Separation of Content:** Submissions must feature an UNCLASSIFIED base document referencing a distinct "Classified Annex" containing the classified details.

6. Breach Reporting and Consequences

- **Reporting:** The Performer shall promptly report any suspected or actual unauthorized disclosure of CUI to NAVAIR officials. In the event of a Classified Information spillage or security infraction, the Performer must immediately isolate the affected systems and notify the designated NAVAIR Security POC in accordance with NISPOM requirements.
- **Remedies for Breach:** Violation may result in immediate disqualification from the SoN, cancellation of access, and administrative, civil, or criminal remedies.
- **Government Enforcement:** The Performer assigns to the U.S. Government all royalties or other benefits resulting from any unauthorized disclosure.

7. Duration of Obligation

All conditions and obligations imposed by this Agreement apply from the moment of access and continue indefinitely, unless the Performer is explicitly released in writing by an authorized NAVAIR representative.

8. Precedence and Whistleblower Protections

This Agreement does not supersede any other non-disclosure agreements executed with the U.S. Government. Furthermore, these provisions do not alter statutory or regulatory rights and obligations related to communications to Congress, reporting of waste, fraud, or abuse to an Inspector General, or any other whistleblower protection.

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Corporate Acknowledgement and Signature

I certify that I am an authorized representative of the Performer with the full authority to bind the company and all its Personnel to the commitments made herein. I acknowledge that I have read and understood this Agreement and its obligations.

Prospective Project Performer Name: _____

State of Incorporation: _____

CAGE Code: _____

Facility Clearance Level (FCL): _____

Facility Security Officer (FSO) Name: _____

FSO Email & Phone: _____

Performer SMO Code (for DISS/VAR verification): _____

Completed By (Signature): _____

Printed Name: _____

Title: _____

Date: _____

Telephone Number: _____

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Appendix A: Industry Day Attendee Roster & Individual Acknowledgment

The individuals listed below are authorized by the Performer to attend the classified Industry Day. By signing below, each individual acknowledges they have read the overarching NDA above, understand the handling requirements for CUI and Classified Information, and agree to be personally bound by its non-disclosure terms.

Attendee 1

Printed Name: _____

Title: _____

Clearance Level: _____ U.S. Citizen? (Y/N): _____

Signature: _____ Date: _____

Attendee 2

Printed Name: _____

Title: _____

Clearance Level: _____ U.S. Citizen? (Y/N): _____

Signature: _____ Date: _____