

Consolidated Project Performer & Personnel Nondisclosure Agreement

Between: The Naval Air Systems Command (“NAVAIR”) **And:** The Undersigned Company

Regarding: Conditional Access to Controlled Unclassified Information (CUI) for Request for Information (RFI) N00019-27-RFI-PMA228-CCA

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) related to the RFI project number referenced above.

2. Purpose of Disclosure

Performer is being granted access to CUI for the sole purpose of evaluating its interest in and preparing a white paper in response to the referenced RFI. Performer shall not use the CUI for any other purpose.

3. Definition of 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, but is not limited to:

- 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 International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR). Performer shall ensure such information is accessed only by legally authorized U.S. Persons.
- Any other information explicitly identified as CUI by an authorized Government employee.

4. Binding Agreement and Personnel Obligations

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 abides by the terms of this Agreement.

The Performer agrees to the following conditions and shall ensure its Personnel also comply:

- Access Control: The Performer shall only grant access to CUI to Personnel with a need-to-know for the defined purpose.
- System Security: The Performer certifies that any non-DOD Information System used to store, process, or transmit the provided CUI meets the minimum security requirements established by the Department of Defense.
- Training: The Performer shall provide training to all Personnel on the proper handling, marking, and safeguarding of CUI before granting them access. Performer shall ensure its Personnel understand their responsibilities.
- Flow-Down: These obligations shall be flowed down to any subcontractors or agents who are granted access to the CUI.

5. Handling and Non-Disclosure of CUI

The Performer agrees to protect CUI from unauthorized disclosure and to handle it in accordance with all applicable authorities, including but not limited to:

- Executive Order 13556
- 32 CFR Part 2002 and the CUI Registry
- DoD Instruction 5200.48
- DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting
- NIST SP 800-171, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations
- Any other relevant laws, regulations, and Government-wide policies.

The Performer and its Personnel shall not disclose CUI to any person or entity not authorized to receive it.

Secure Transmission: The Performer and its Personnel shall not disclose CUI via unencrypted commercial email and shall utilize DoD-approved secure file transfer systems (e.g. DOD SAFE) or equivalent secure methods for any authorized transmission.

6. Breach Reporting and Consequences

- Reporting: The Performer shall promptly report any suspected or actual unauthorized disclosure of CUI to the appropriate NAVAIR officials, regardless of who was at fault.
- Remedies for Breach: A violation of this Agreement by the Performer or its Personnel may result in immediate disqualification from the SoN, cancellation of CUI access, and any other administrative, civil, or criminal remedies available to the U.S. Government by law.

- Government Enforcement: This Agreement is intended for the benefit of the U.S. Government, which may enforce it directly. The Performer assigns to the U.S. Government all royalties or other benefits resulting from any unauthorized disclosure of CUI.

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 are consistent with and do not alter statutory or regulatory rights and obligations related to classified information, communications to Congress, reporting of waste, fraud, or abuse to an Inspector General, or any other whistleblower protection.

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: _____

By (Signature): _____

Printed Name: _____

Title: _____

Date: _____

Telephone Number: _____