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| AN AGREEMENT BETWEEN  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *(Name of Individual - Printed or typed)*  AND THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT | | | |
| 1. Intending to be legally bound, I hereby accept the obligations contained in this agreement in consideration of my being granted access to sensitive data. As used in this Agreement, sensitive data is marked or unmarked “sensitive but unclassified information” (SBU), including oral communications, that meets the standards set by Office of Management and Budget (OMB) Circular A-130 Appendix 3 and the U.S. Agency for International Development (USAID) Automated Directives System (ADS.) I understand that any data or systems of records protected from unauthorized disclosure by the provisions of Title 5, United States Code Sections 552 (often referred to as “The Freedom of Information Act”) and 552a (“The Privacy Act”) is/are sensitive data. In addition, other categories of information, including but not limited to medical, personnel, financial, investigatory, visa, law enforcement or other information which, if released, could result in harm or unfair treatment to any individual or group, or could have a negative impact upon individual privacy, federal programs, or foreign relations is sensitive data. The term includes data whose improper use or disclosure could adversely affect the ability of the Agency to accomplish its mission, as well as proprietary data and information received through privileged sources or procurement sensitive or source selection information, as those terms are defined by the Federal Acquisition Regulations.  2. I understand and accept that by being granted access to sensitive data, special confidence and trust has been placed in me by the United States Government.  3. I acknowledge I have been given access to USAID sensitive data to facilitate the performance of duties assigned to me for compensation. I understand it is my responsibility to safeguard sensitive data disclosed to me, and to refrain from disclosing sensitive data to persons not requiring access for performance of official duties. Before disclosing sensitive data, I must determine the recipient’s “need to know” or “need to access” sensitive data. I will not use any sensitive data for personal financial gain.  4. I have been advised that any breach of this Agreement may result in the termination of my access to sensitive data, 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 the Departments or Agencies that granted my access. I am aware unauthorized release or mishandling of sensitive data may be grounds for adverse action against me. In addition, I have been advised unauthorized disclosure of data protected by the Privacy Act may constitute a violation, or violations, of United States criminal law, and that Federally-affiliated workers (including some contract employees) who violate privacy safeguards may be subject to disciplinary actions, a fine up to $5,000.00, or both.  5. I understand all sensitive data to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government. I agree that I must return all sensitive data which have, or may come into my possession or for which I am responsible because of such access:   1. upon demand by an authorized representative of the United States Government; or 2. upon the conclusion of my employment or other relationship with the Department or Agency that last   granted me access to sensitive data; or  (c) upon the conclusion of my employment or other relationship that requires access to sensitive data.    Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to sensitive data, and at all times thereafter.  6. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling. | | | |
| **WITNESS** | | **ACCEPTANCE** | |
| THE EXECUTION OF THIS AGREEMENT WAS  WITNESSED BY THE UNDERSIGNED | | THE UNDERSIGNED ACCEPTED THIS AGREEMENT BEFORE ACCESSING SENSITIVE DATA OF THE UNITED STATES GOVERNMENT. | |
| SIGNATURE | DATE | SIGNATURE | DATE |

# U.S AGENCY FOR INTERNATIONAL DEVELOPMENT SENSITIVE DATA NONDISCLOSURE AGREEMENT