

NON-DISCLOSURE AGREEMENT

As described in DAO 203-31, Commerce Business Systems (CBS) is a Department-wide financial management system. The Department of Commerce and its bureaus may grant conditional access to CBS source code to contractor personnel, as appropriate, in furtherance of the Department's financial management requirements.

For purposes of this Agreement, CBS source code includes, but is not limited to:

- a) Software developed by the government related to CBS that the government makes available to a contractor.
- b) Software that a contractor develops, or software enhancements developed by a contractor, that becomes part of the CBS software.
- c) Software that a contractor develops to design or test the CBS software.
- d) Documentation on the technical design, architecture, or training materials for the CBS source code.

I hereby consent to the terms of this Agreement in consideration for being granted conditional access to CBS source code.

I acknowledge that any information made available to me with regard to CBS source code shall be used only for the purpose of accomplishing the assigned work and shall not be divulged, used, published, transmitted or made known in any manner to any other person except as may be necessary for the performance of the assigned work and as expressly authorized by the CBS manager for the Department of Commerce or its bureaus, or as required by law.

I will exercise appropriate care and follow all related directives and policies governing the use of CBS source code, including DAO 203-31, to protect and safeguard the integrity and confidentiality of the system.

I understand that if I violate the terms and conditions of the Agreement, I could be subjected to administrative, disciplinary, civil, or criminal actions, as appropriate, under the laws, regulations, or directives applicable the category of information involved.

I affirm that I have carefully read and understand the statements above and I am familiar with the related directives and policies governing the use of CBS source code, including DAO 203-31. I understand that the responsibilities pursuant to this Agreement are in addition to other laws, regulations, and contractual terms governing the use and access of information to contractor personnel that is confidential, sensitive, proprietary, or otherwise restricted.

As required by 5 U.S.C. § 2302(b)(13) and the annual Appropriations Act, these provisions are consistent with, not supersede, nor 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. This paragraph shall not be construed to authorize the withholding of information from Congress or the taking of any personnel action against an employee who discloses information to Congress. This

paragraph shall not be construed to bar disclosures to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

Name of User (Printed)

Organization Name

Signature of User

Date