**CERTIFICATION REGARDING NONDISCLOSURE OF ENTERPRISE INFRASTRUCTURE SOLUTIONS (EIS) ACQUISITION INFORMATION**

## MEMORANDUM FOR: \_\_\_\_\_\_\_ (User Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### FROM: EIS Contracting Officers

Timothy Horan

 Dinaira Borba

 Susan DiGiacomo
 Brittany Hannah

 Andrea Lane

 Joseph Brozi

 Joseph Voketitis

SUBJECT: Certification Regarding Nondisclosure of Acquisition Information for the GSA EIS Program

**THIS NONDISCLOSURE AGREEMENT** is entered into as of the date signed below by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is the party receiving confidential information ("Recipient"), in order to protect the confidential information which is disclosed to Recipient by GSA.

**NOW THEREFORE,** in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Recipient shall not disclose the confidential information to any individual who is not legally obligated to honor the terms of this nondisclosure agreement.
2. The confidential information disclosed by GSA under this Agreement is described as: EIS contract information.
3. The Recipient shall keep the information confidential and shall use the confidential information only for purposes for which the recipient is assisting the Agency.
4. The Recipient shall not make any copies of the confidential information except as authorized in writing by GSA. Any copies which are made shall be identified as belonging to GSA and marked "confidential" or “procurement sensitive” or a similar legend.
5. The Recipient shall have a duty to protect all confidential information which is disclosed to it, whether disclosed in writing, orally or in any other manner and which is identified as confidential at the time of disclosure. *If the disclosure is in writing, it shall be marked "****confidential****". If a disclosure is not in writing, GSA shall provide Recipient with a written memorandum summarizing and designating such information as confidential within thirty (30) days of the disclosure.*
6. This agreement controls only information which is disclosed to Recipient as a result of signing the Non-Disclosure Agreement.
7. This Agreement imposes no obligation upon the Recipient with respect to confidential information which (a) was in the Recipient's possession before receipt from GSA or the Agency; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by GSA to a third party without a duty of confidentiality on the third party; (e) is independently disclosed by the Recipient with GSA's prior written approval, or (f) is developed by the Recipient without reference to information disclosed hereunder.
8. GSA warrants that it has the right to make the disclosures under this Agreement.
9. Neither party acquires any intellectual property rights under this Agreement.
10. I am aware that an unauthorized disclosure of procurement information may subject me to criminal, civil, and/or administrative penalties.
11. 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.
12. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community. and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, 952 and 1924 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling.
13. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.
14. All additions or modifications to this Agreement must be in writing and signed by both parties.
15. This Agreement is made under and shall be governed by the laws of the United States.
16. This Agreement may be terminated immediately by either party upon delivery of written notice of termination to the other party. Such termination shall not affect Recipient's duties with respect to confidential information disclosed prior to termination.

The person has executed this Agreement as of the date below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency/Company\*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number

**\*** If person signing this agreement is employed by a private company, the person shall also provide the name of the Agency they are assisting. The private employer shall complete a corporate non-disclosure and conflict of interest statement if it has not already done so.

Please sign, date, and return this certification to nhc@gsa.gov.

If you have any questions or need assistance, contact the Help Desk at nhc@gsa.gov.

**CERTIFICATION CONCERNING CONFLICT OF INTEREST**

NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Type or print)

Please sign, date, and return this certification to nhc@gsa.gov.

With respect to the GSA EIS Program, I hereby certify that:

## I have read and understand 5 CFR 2635 (D, E and G) Standards of Ethical Conduct for Employees of the Executive Branch relating to conflicts of interest and apparent conflicts of interest.

* I am not aware of any other circumstances which would impair my exercise of independent judgment or my impartiality with respect to my duties in support of the above‑cited acquisition.
* I understand that I have a continuing obligation to disclose any circumstances that may create an actual or apparent conflict of interest. In the event that I become aware of any such conflict of interest, I agree to immediately report this fact to any of the EIS Contracting Officers and take no further action concerning the procurement pending receipt of any instructions which he or she may give me in this matter.

Note: If you are a contractor supporting an agency, only the paragraph above applies.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date)