

NON-DISCLOSURE AGREEMENT (MARCH 2019)
Consumer Financial Protection Bureau (CFPB)
Contract Number:
Conditional Access to Confidential and/or
Controlled Unclassified Information (CUI)

I, _____, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain United States Government documents or material sensitive but unclassified and/or confidential unclassified information:

I understand and agree to the following terms and conditions:

1. By being granted conditional access to confidential and/or controlled unclassified (CUI) information, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement.
2. As used in the Agreement, CUI means “information that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations and Government-wide policies, excluding information that is classified under Executive Order 13526 (December 29, 2009) or the Atomic Energy Act, as amended.” *Executive Order 13556, Controlled Unclassified Information (November 4, 2010.)* By signing this agreement, I agree to comply with Executive Order 13556, or any successor order; and the regulations governing CUI, currently codified at 32 CFR 2002 *et seq.* CUI may include, but is not limited to, information the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of Federal programs, including information covered by 18 USC Sections 1905 and 1906, or the proprietary interests of national banks or their customers or the privacy to which individuals are entitled under Title 5 USC 522a, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
3. As used in this Agreement, confidential information means information that has been defined as confidential pursuant to the Bureau’s regulations, currently codified at 12 CFR 1070.2, and as may be amended. This may include, but is not limited to, information that is proprietary or privileged or contains personally identifiable information (PII). In accordance with 12 CFR 1070.41(b), I certify that I will treat such confidential information in accordance with CFPB rules at 12 CFR Part 1070 *et seq.*, Federal laws and regulations that apply to Federal agencies for the protection of the confidentiality of personally identifiable information and for data security and integrity, as well as any additional conditions or limitations that the Bureau may impose.

4. I am being granted conditional access contingent upon my execution of this Agreement for the sole purpose of work performed under this contract. This approval will permit me conditional access to certain information, documents, memoranda, reports, testimony, deliberations, maps, assessments, etc. and/or to attend meetings in which such information is discussed or otherwise made available to me. This Agreement will not allow me access to materials which the Bureau has predetermined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include CUI and/or confidential information provided to the Bureau by other Agencies of the United States Government.
5. I will never divulge any CUI and/or confidential information that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by the Bureau that the individual is authorized to receive it. Should I desire to make use of any CUI and/or confidential information, I will do so in accordance with paragraph 7 of this Agreement. I will not use any CUI or confidential information for any purpose other than what has been specifically authorized under the terms of the contract;; for any proposed disclosure or use other than as authorized under this contract, I agree that I must seek and obtain the prior written approval of the Bureau, including, where required by 12 CFR 1070.47, from the General Counsel or their delegee. Additionally, I will submit to the Bureau for security review, prior to any submission for publication, any book, article, column or other written work for general publication that is based upon any knowledge I obtained during the course of my work under this contract in order for the Bureau to ensure that no SBU/CUI is disclosed.
6. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of SBU/CUI not consistent with the terms of this Agreement.
7. If I am permitted, at the sole discretion of the Bureau, to review any official documents containing CUI and/or confidential information, such review will be conducted at a secure facility or under circumstances that will maintain the security protection of such materials. Except as specifically authorized under this contract, I will not be permitted to and will not make any copies of documents or parts of documents to which conditional access is granted to me. Any notes taken during the course of such access will remain at the Bureau, to be placed in secure storage unless it is determined by the Bureau officials that the notes contain no CUI and/or confidential information. If I wish to have the notes released to me, Bureau officials will review the notes for the purposes of deleting any CUI and/or confidential information to create a redacted copy of the notes. If I do not wish a review of any notes that I make, those notes will remain in secure storage at the Bureau.
8. If I violate the terms and conditions of this Agreement, I understand that the unauthorized disclosure of CUI and/or confidential information could compromise the security of the Bureau.

9. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to CUI and/or confidential information. This may serve as a basis for denying me conditional access to CUI and/or confidential information in the future. If I violate the terms and conditions of this Agreement, the United States may consider instituting any actions to which it is entitled under law. The willful disclosure of information to which I have agreed herein not to divulge may constitute a criminal offence.
10. Unless and until I am provided a written release by the Bureau from this Agreement or any portions of it, all conditions and obligations contained in this Agreement apply both during my period of conditional access, which shall terminate at the conclusion of my work on this contract , and at all times thereafter.
11. Each provision of this Agreement is severable. If a court should find any provisions of this Agreement unenforceable, all other provisions shall remain in full force and effect.
12. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
13. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any CUI and/or confidential information to which I have been given conditional access under the terms of this Agreement.
14. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by existing statute, Executive Order, or regulation 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, to include, but not limited to, Executive Order 12356; 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 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); The Whistleblower Protection Enhancement Act of 2012 at 5 USC 101 *note*; The definitions, requirements, obligations, rights, sanctions and liabilities created by controlling Executive Orders, and statutory provisions are incorporated into this Agreement and are controlling.
15. This Agreement also incorporates the Bureau's confidentiality rules at 12 C.F.R. 1070.40 et seq; The Privacy Act of 1974, 5 U.S.C. 552a, establishing a Code of Fair Information Practice (governing the collection, maintenance, use and dissemination of personally identifiable

information about individuals that is maintained in systems of records by federal agencies); the Intelligence Identities Protection Act of 1982, 50 USC 421 et seq. (governing disclosures that could expose confidential Government agents), and the statutes that protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC Section 783 (b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by these statutory and regulatory provisions are incorporated into this Agreement and are controlling.

16. My execution of this Agreement shall not nullify or effect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

17. I make this Agreement in good faith, without mental reservation or purpose of evasion.

Name (Print)

Date

Signature

This Agreement was accepted by the undersigned on behalf of the Consumer Financial Protection Bureau as a condition precedent to having access to sensitive but unclassified or controlled unclassified information.

Name (Print) and Title
(Contracting Officer's Representative)

Date

Signature