
Federal Deposit Insurance Corporation
CONFIDENTIALITY AGREEMENT
(FOR CONTRACTORS/SUBCONTRACTORS/CONSULTANTS)

Contractor/Subcontractor/Consultant

Contract/BOA/RBOA/Task Order No.

This Confidentiality Agreement ("Agreement") is executed by CONTRACTOR/SUBCONTRACTOR/CONSULTANT (hereinafter "Contractor"), in conjunction with CONTRACT/BOA/RBOA/TASK ORDER No. ("The Contract"), both referenced above.

For due consideration given, Contractor agrees to the following:

1. Contractor will protect the confidentiality, integrity and availability of the sensitive information Contractor receives from or is given access to by the FDIC, or may obtain by other means, during the course of performing work on The Contract. "Sensitive Information" is defined in FDIC Directive 1360.09, Protecting Information, available on the FDIC website: <https://www.fdic.gov/doing-business-fdic> and incorporated herein by reference as amended from time to time.
2. Contractor has read FDIC Directive 1360.09, Protecting Information and will abide by the policy described therein and will follow the guidelines given for protecting sensitive information.
3. Contractor will promptly report to the appropriate FDIC official any loss, theft, misuse, misplacement, or unauthorized disclosure of sensitive information of which Contractor has knowledge whether or not Contractor is personally involved. Contractor understands that its anonymity will be maintained to the maximum extent possible when reporting these incidents.
4. Contractor will use sensitive information only as authorized by FDIC. Contractor will not disclose, release, disseminate or transfer any sensitive information to any other person or entity, except as required in the performance of Contractor's duties under The Contract or with the express prior written consent of an authorized representative of the FDIC. Contractor understands that FDIC may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding information under this Agreement.
5. The provisions of this Agreement apply to all officers, directors, partners, and employees of Contractor. Contractor is responsible for the compliance of these parties with the terms hereof.
6. Contractor is responsible for ensuring that its subcontractors and consultants protect the confidentiality, integrity and availability of the sensitive information Contractor receives from or is given access to by the FDIC during the course of performing work on The Contract.
7. Contractor will ensure that its employees performing work under The Contract execute the FDIC "Confidentiality Agreement (for Contractor/Subcontractor/Consultant Personnel)." Contractor will also ensure that its subcontractors and consultants execute a copy of the Agreement and that the personnel of its subcontractor(s) and consultant(s) execute the FDIC "Confidentiality Agreement (for Contractor/Subcontractor/Consultant Personnel)."
8. Contractor will immediately notify FDIC of any subpoena or court order requiring Contractor to disclose or produce sensitive information and will cooperate with legal counsel for FDIC in any challenge to or appeal from such a subpoena or court order.
9. Contractor will ensure that its employees return all FDIC sensitive information to the Contractor when the employee is no longer working on The Contract and will conduct appropriate exit clearance procedures when employees leave the employment of Contractor to ensure that all FDIC sensitive information remains with Contractor.
10. Contractor will return or destroy, as directed by authorized FDIC personnel, all sensitive information to which it has access or which is in its possession 1) upon demand by an authorized FDIC individual; and/or 2) upon the conclusion of its duties, association, or support to FDIC; and/or 3) upon the determination that its official duties do not require further access to such information.
11. Unless and until released in writing by an authorized representative of FDIC, Contractor understands that all conditions and obligations imposed upon Contractor by this Agreement apply during the time that Contractor is granted access, and at all times thereafter.

12. This Agreement is made and intended for the benefit of the FDIC and may be enforced by the FDIC. By granting Contractor access to information in this context, FDIC may seek any remedy available to it to enforce this Agreement. If Contractor violates the terms and conditions of this Agreement, it could be subjected to administrative, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved. The FDIC has not waived any statutory or common law evidentiary privileges or protections that it may assert in any administrative or court proceeding to protect any sensitive information to which Contractor has been given access under the terms of this Agreement.
13. This Agreement is made part of The Contract upon execution and is governed by Federal law and will be construed accordingly. To the extent State law may apply, in the case where there is no applicable Federal law, the State law that applies is the law of the State in which the FDIC office executing The Contract is located.
14. The provisions in this Agreement 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.
15. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that applicable policies referenced in this document have been made available to me so that I may read them at this time. I represent and warrant that I have authority to enter into this Agreement.
16. Contractor's representations in this form are true, complete, and correct to the best of Contractor's knowledge and belief and are made in good faith. Contractor understands that a knowing and willful false statement on the Agreement can be punished by fine or imprisonment or both (see 18 U.S.C. 1001).

AUTHORIZED REPRESENTATIVE SIGNATURE

Name of Contractor

Authorized Representative Name	Authorized Representative Title
Authorized Representative Signature	Date