

ALERT!

IT Security

Protecting the Government's Interests



The Office of the Chief Information Officer supervises and coordinates the design, acquisition, maintenance, use, and disposition of Information Technology (IT) by USDA agencies. The awareness of security issues in IT procurement cannot be over-emphasized. Contracts and purchase orders can facilitate or address issues of security access or non-disclosure of information through the use of standard or tailored clauses or agreements.

All Executive agencies have been given the responsibility to manage their information resources, to include the definition of parameters (“least privilege”) and (“adequate security”) to satisfy a particular set of user requirements and the provision of necessary oversight to ensure security is appropriately followed within their information resource systems. Lacking specific language to implement restrictions on contractor access to IT equipment and data, the drafting of a local clause may be necessary. The clause may be tailored to a specific requirement, as regulation requires policy to clearly state limits to privileges and “separation of duties.”

FAR Subpart 52.239-1 and AGAR Subpart 452.237-75 address the broad issue of information security, and provide for restrictions on the release of information developed or acquired through contract performance. In addition to these clauses, a non-disclosure agreement may be required, which can spell out specific access restrictions or define operational parameters. Taken together, the clauses and non-disclosure agreements are used to protect the Government's interests, mitigate risk, and place the onus of compliance on the contractor.

The following terms have been used in context of this alert:

- “Least Privilege” - refers to the information systems security object and requirement of granting users only the access they need to perform their official duties; it requires that users be granted the lowest level of computer/system access that is consistent with job authority; increases in privileges are requested and granted by written communications.
- “Adequate Security” - security commensurate with the risk and magnitude of the harm resulting from the loss, misuse, or unauthorized access to or modification of information.
- “Separation of Duties” - the practice of dividing the steps in a critical function among different individuals; such control keeps a single individual from subverting a critical process.

The following is an example of a local clause. Similar language may alternately be used in the Statement of Work.

“Work performed under this contract/purchase order is subject to the following access limitations for routine performance: (Security requirements will be included here, e.g., *Contractors are provided privileged access to route and administrative functions on UNIX servers and workstations, NT servers, and standard user Workstations. Privilege access for NT servers is limited to a core group of designated system administrators, while file and print-spool access is available to standard network users. Guest accounts may have no privileges at the server level. Standard PC Administrators shall be able to change, manipulate, and modify the operating system, system software, or hardware, as needed. The designated user of that system shall have modification control over the basic desktop settings and read/write/delete privileges over files created on the system.*) The contractor shall be limited to those areas defined herein as necessary and vital for contract performance. Subject to compelling circumstances, and as authorized in writing by the Contracting Officer following a written request, access may be granted which exceeds these operational parameters. Contractors shall: a) comply with all security requirements pertaining to the information resources they use; b) refrain from using trivial and obvious passwords; c) ensure that passwords are held in strict confidence and properly safeguarded from unauthorized access and use; d) employ available approved safeguards to protect the confidentiality, integrity, and availability of data, applications, and information resources; e) comply with all licensed software agreements; and f) report any suspected security incidents observed to the Information Security Systems Program Manager and immediate supervisor. In addition, Contractors shall include this clause in all flow-down sub-contracts.

A non-disclosure statement, if required, may also be tailored to a specific requirement. The broad example on the next page, executed on Government letterhead, may be appropriate.

UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL RESEARCH SERVICE

CONFIDENTIALITY AND NON-DISCLOSURE STATEMENT

I understand that as an employee performing work under contract/purchase order _____, I may have access to:

- a. Extremely sensitive business or acquisition-related information, strategic and planning documents, and other information relating to the United States Department of Agriculture (USDA), Agricultural Research Services (ARS) programs and initiatives;
- b. Data and information in the possession of the Government for which the Government's right to use and disclose any of the data and/or information is restricted, of which may be of a nature that its dissemination or use other than in the performance of this contract/purchase order, would be adverse to the interests of the United States Government, the privacy of the United States citizens or other parties;
- c. Information labeled as "Limited Official Use Only," "Official Use Only," or "Sensitive Security Information," which is disclosed only for the purpose of carrying out one or more provisions of this contract/purchase order; and,
- d. Information covered by the Privacy Act of 1974.

I hereby certify that:

I will not knowingly disclose, either during my employment or thereafter, or at any other time unless designated by the Contracting Officer, any of the above-cited information to any person other than USDA employees and employees performing work under this contract/purchase order who have a "need-to-know". This non-disclosure applies to the management of both prime and subcontract tiers, and includes such persons or firms seeking to obtain this confidential information. Any disclosures will be made on a "need-to-know" basis, and will only be made after authorized in writing by the Contracting Officer.

I shall immediately notify the Contracting Officer of my knowledge of any unauthorized disclosure of any the above information by either myself or any other person employed through this contract/purchase order.

CONTRACTOR/SUBCONTRACTOR
EMPLOYEE

USDA/ARS GOVERNMENT
REPRESENTATIVE

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

ISSUE DATE: AUGUST 2002

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