



National
Aeronautics and
Space
Administration

Sensitive But Unclassified (SBU) Nondisclosure Agreement

I, _____, an individual official, employee, consultant, or subcontractor of or to _____ (the Authorized Entity), intending to be legally bound, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain information, that is owned by, produced by, or in the possession of the United States Government.

As used in this Agreement, sensitive but unclassified information is an over-arching term that covers any information, which the loss of, misuse of, or unauthorized access to or modification of could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under USC Title 5, Section 552a as amended, 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. This includes information categorized by NASA or other government agencies as: For Official Use Only (FOUO); Official Use Only (OUO); Sensitive Homeland Security Information (SHSI); Limited Official Use (LOU); Law Enforcement Sensitive (LES); Safeguarding Information (SGI); Unclassified Controlled Nuclear Information (UCNI); and any other identifier used by other government agencies to categorize information as sensitive but unclassified.

Furthermore, I understand that when not under the continued control and supervision of a person authorized access to such material, it must be, at a minimum, maintained under locked conditions. Handling, storage, and reproduction must be in accordance with applicable Executive Orders, statutes, and agency implementing regulations.

I attest that I am familiar with, and will comply with the standards for access, dissemination, handling, and safeguarding of the information to which I am granted access as cited in this Agreement and in accordance with the guidance provided to me relative to the specific category of information.

I certify that I am aware that any unauthorized disclosure or failure by me to sufficiently identify SBU information or material may result in damage to official relationships, monetary or other loss to individuals or firms, embarrassment to NASA, and/or criminal prosecution. As a result of any violations and sanctions, I may be subject to administrative sanctions if I disclose designated SBU information. Sanctions include, ***but are not limited to***, a warning notice, admonition, reprimand, suspension without pay, forfeiture of pay or have an adverse impact on my security clearance or my continued employment with NASA or associated contractors.

I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me any laws, regulations, or directives referenced in this document so that I may read them at this time, if I so choose.

ACKNOWLEDGMENT

TYPED/PRINTED NAME:	BUSINESS ADDRESS:	TELEPHONE:
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I make this Agreement in good faith, without mental reservation or purpose of evasion.

SIGNATURE:	DATE:
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WITNESS:

TYPED/PRINTED NAME:	GOVERNMENT/DEPARTMENT/AGENCY/BUSINESS ADDRESS:	TELEPHONE:
SIGNATURE:	DATE:	

This form is not subject to the requirements of P.L. 104-13, "Paperwork Reduction Act of 1995" 44 USC, Chapter 35.