

DEPARTMENT OF DEFENSE
SECURITY AGREEMENT

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OMB approval expires

The public reporting burden for this collection of information is estimated to average 14 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, Executive Services Directorate, Information Management Division, 1155 Defense Pentagon, Washington, DC 20301-1155 (0704-0194). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ORGANIZATION. SEND THE COMPLETED FORM TO YOUR DESIGNATED SECURITY OFFICE.

This DEPARTMENT OF DEFENSE SECURITY AGREEMENT (*hereinafter called the Agreement*), entered into this _____ day of

_____, _____ by and between THE UNITED STATES OF AMERICA through the Defense Security Service

acting for the Department of Defense and other governmental User Agencies (*hereinafter called the Government*), and

_____ (*hereinafter called the Contractor*), which is:

(1) a _____ organized and existing under the laws of the state of _____
(*Enter type of business entity, e.g., Corporation, Limited Liability Company, etc.*)

(2) a partnership consisting of D R A F T

(3) an individual trading as _____

with its principal office and place of business at (*Street, City, State and ZIP Code*) _____

WITNESSETH THAT:

WHEREAS, the Government has in the past purchased or may in the future purchase from the Contractor supplies or services, which are required and necessary to the national security of the United States; or may invite bids or request quotations on proposed contracts for the purchase of supplies or services, which are required and necessary to the national security of the United States; and

WHEREAS, it is essential that certain security measures be taken by the Contractor prior to and after being accorded access to classified information; and

WHEREAS, the parties desire to define and set forth the precautions and specific safeguards to be taken by the Contractor and the Government in order to preserve and maintain the security of the United States through the prevention of improper disclosure of classified information, sabotage, or any other acts detrimental to the security of the United States;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein contained, the parties hereto agree as follows.

Section I - SECURITY CONTROLS

(A) The Contractor agrees to provide and maintain a system of security controls within the organization in accordance with the requirements of the "National Industrial Security Program Operating Manual," DoD 5220.22-M (*hereinafter called the Manual*) attached hereto and made a part of this agreement, subject, however, (i) to any revisions of the Manual required by the demands of national security as determined by the Government, notice of which shall be furnished to the Contractor, and (ii) to mutual agreements entered into by the parties in order to adapt the Manual to the Contractor's business and necessary procedures thereunder.

(B) The Government agrees that it shall indicate when necessary, by security classification (TOP SECRET, SECRET, or CONFIDENTIAL), the degree of importance to the national security of information pertaining to supplies, services, and other matters to be furnished by the Contractor to the Government or by the Government to the Contractor, and the Government shall give written notice of such security classification to the Contractor and of any subsequent changes thereof; provided, however, that matters requiring security classification will be assigned the least restricted security classification consistent with proper safeguarding of the matter concerned, since overclassification causes unnecessary operational delays and depreciates the importance of correctly classified matter. Further, the Government agrees that when Atomic Energy information is involved it will, when necessary, indicate by a marking additional to the classification marking that the information is "RESTRICTED DATA." The "Department of Defense Contract Security Classification Specification" (DD Form 254) is the basic document by which classification, regrading, and declassification specifications are documented and conveyed to the Contractor.

(C) The Government agrees, on written application, to grant personnel security clearances to eligible employees of the Contractor who require access to information classified TOP SECRET, SECRET, or CONFIDENTIAL.

(D) The Contractor agrees to determine that any subcontractor, subbidder, individual, or organization proposed for the furnishing of supplies or services which will involve access to classified information, has been granted an appropriate facility security clearance, which is still in effect prior to according access to such classified information.

Section II - SECURITY REVIEWS

Designated representatives of the Government responsible for reviews pertaining to industrial plant security shall have the right to review, at reasonable intervals, the procedures, methods, and facilities utilized by the Contractor in complying with the requirements of the terms and conditions of the Manual. Should the Government, through its authorized representative, determine that the Contractor's security methods, procedures, or facilities do not comply with such requirements, it shall submit a written report to the Contractor advising of the deficiencies.

Section III - MODIFICATION

Modification of this Agreement may be made only by written agreement of the parties hereto. The Manual may be modified in accordance with Section I of this Agreement.

Section IV - TERMINATION

This Agreement shall remain in effect until terminated through the giving of 30 days' written notice to the other party of intention to terminate; provided, however, notwithstanding any such termination, the terms and conditions of this Agreement shall continue in effect so long as the Contractor possesses classified information.

Section V - PRIOR SECURITY AGREEMENTS

As of the date hereof, this Agreement replaces and succeeds any

and all prior security or secrecy agreements, understandings, and representations, with respect to the subject matter included herein, entered into between the Contractor and the Government; provided, that the term "security or secrecy agreements, understandings, and representations: shall not include agreements, understandings, and representations contained in contracts for the furnishing of supplies or services to the Government which were previously entered into between the Contractor and the Government.

Section VI - SECURITY COSTS

This Agreement does not obligate Government funds, and the Government shall not be liable for any costs or claims of the Contractor arising out of this Agreement or instructions issued hereunder. It is recognized, however, that the parties may provide in other written contracts for security costs, which may be properly chargeable thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above:

THE UNITED STATES OF AMERICA

By _____
(Signature of Authorized Government Representative)

(Typed Name of Authorized Government Representative)

D R A F T

(Typed Name of Authorized Government Agency)

WITNESS

(Typed Name of Contractor Entering Agreement)

By _____
(Signature of Authorized Contractor Representative)

(Typed Name of Authorized Contractor Representative)

(Title of Authorized Contractor Representative)

(Contractor Address)

(Contractor Address)

NOTE: In case of a corporation, a witness is not required but the certificate must be completed. Type or print names under all signatures.

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, _____, certify that I am the _____

of the corporation named as Contractor herein; that _____

who signed this Agreement on behalf of the Contractor, was then _____

of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

(Signature and Date)