

Attachment E – Data Confidentiality Pledge

**PROJECT TITLE: U.S. DEPARTMENT OF AGRICULTURE
FOOD AND NUTRITION SERVICE (FNS)
REVIEW OF CHILD NUTRITION DATA FOR MANAGEMENT**

**IMPAQ INTERNATIONAL CONFIDENTIALITY AND NON-DISCLOSURE
AGREEMENT**

I understand that as an officer, employee, subcontractor or consultant of IMPAQ, I may have access to:

(a) Extremely sensitive data, business or acquisition-related information, strategic planning documents, and other information relating to the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS), National School Lunch Program (NSLP) and Proprietary information from NSLP Management Information Systems (MIS) Software vendors.

(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, or which may be of a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the United States Government, the privacy of United States citizens or other parties;

(c) Information labeled as "Sensitive But Unclassified", "Limited Official Use Only", "Official Use Only", "Procurement Sensitive", "Sensitive Security Information" "Proprietary", or "Business Sensitive" which is disclosed only for the purpose of carrying out one or more provisions of this contract; and, (d) Information covered by the Privacy Act of 1974.

I hereby certify that:

I will not willingly disclose, either during my employment by IMPAQ, or thereafter, or at a time designated by the Contracting Officer, any of the above cited information to any person other than USDA employees approved for work under this contract/task, or employees of IMPAQ (to include subcontractors and consultants) performing under the contract/task who are similarly under a Confidentiality and Non-Disclosure Agreement. Such disclosures will only be made on a "need-to-know" basis and must be authorized in writing by the Contracting Officer. I shall not use any of the above information for any purpose other than to perform the contract or Task order in accordance with its terms.

If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to sensitive but unclassified information. This may serve as a basis for denying me conditional access to (USDA, Food and Nutrition Service, NSLP) information, classified and sensitive, or unclassified information in the future. The willful disclosure of information to which I have agreed therein not to divulge may constitute a criminal offense.

__ I understand that the United States Government may seek any remedy available to it against IMPAQ to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.

__ 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 sensitive but unclassified information to which I have been given conditional access under the terms of this Agreement. I shall immediately notify my employer, IMPAQ, and the Contracting Officer of my knowledge of any unauthorized disclosure of any of the above information by either myself or any other person employed through this contract/task.

__ I certify that I do not have a current Organizational Conflict of Interest (OCI) as defined in FAR Subpart 9.5 and shall use reasonable best efforts to avoid subsequent OCIs. I shall notify the Contracting Officer immediately whenever I become aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. IMPAQ's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting IMPAQ from participation in subsequent contracted requirements which may be affected by the OCI.

CONTRACTOR EMPLOYEE

Signature:

Printed Name:

Date:

USDA OFFICIAL

Signature:

Printed Name:

Date: