

# **ALABAMA STATE PORT AUTHORITY**

## **Non-disclosure Agreement for Access to Sensitive Security Information**

### **Conditional Access to Sensitive Security Information**

I, \_\_\_\_\_, as an officer or employee of \_\_\_\_\_ hereby consent to the terms and conditions of this Non-Disclosure Agreement (hereafter, Agreement) in consideration of my being granted conditional access to certain documents or other material containing sensitive security information ("SSI").

I understand and agree to the following terms and conditions:

1. By being granted conditional access to SSI, the Alabama State Port Authority has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and all applicable laws.
2. As used in this Agreement, SSI is that information defined in 49 CFR Part 1520 but also includes any information not specifically mentioned in Part 1520, but marked as "sensitive security information" or "SSI".
3. Based on the Alabama State Port Authority's (hereafter ASPA) determination that I have a security-related need to know, I am granted conditional access to SSI contingent upon my execution of this Agreement.
4. I will never divulge any SSI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by ASPA that the proposed recipient is authorized to receive it. I will submit ASPA for security review, prior to any publication or submission for publication – whether in print, oral or electronic form – any book, article, speech, report, or other work that is based on any knowledge I obtained pursuant to this Agreement. This security review is intended to allow ASPA to ensure that SSI is not disclosed.
5. If I become aware, or have reason to believe, that any SSI may have been released to any unauthorized person, I will immediately notify the ASPA Facility Security Officer by telephone at 251-441-7074 or by email to [fso@alports.com](mailto:fso@alports.com).
6. I understand that the unauthorized disclosure of SSI could compromise the safety and security of persons in transportation.
7. If I violate the terms or conditions of this Agreement, such violation may result in the cancellation of my conditional access to SSI. This may serve as a basis for denying me conditional access to other United States Government information, both classified and sensitive, in the future. If I violate the terms or conditions of this Agreement, the United States may institute a civil penalty against me pursuant to 49 U.S.C. 46301 and 49 CFR Part 1520 or take other enforcement or corrective action.

8. Unless and until I am provided a written release by ASPA from this Agreement or any portion of it, all conditions and obligations contained in this Agreement shall apply both during my period of conditional access and at all times thereafter.
9. Each provision of this Agreement is severable. If any administrative or judicial tribunal should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
10. I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including but not limited to application for a court order prohibiting disclosure of information in breach of this Agreement, imposition of civil penalties, and any other enforcement or corrective action.
11. By granting me conditional access to information in this context, ASPA and the United State Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or judicial proceeding to protect any SSI to which I have been given conditional access under the terms of this Agreement.
12. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.
13. I make this Agreement in good faith, without mental reservation or purpose of evasion.

\*Date \_\_\_\_\_

\*Signature \_\_\_\_\_

\*Name \_\_\_\_\_

\*Last four of SS# \_\_\_\_\_

\*Title \_\_\_\_\_

\*Phone Number \_\_\_\_\_

\*Email Address \_\_\_\_\_

\*Company Name \_\_\_\_\_

**\*Required**