
Federal Deposit Insurance Corporation
CONFIDENTIALITY AGREEMENT
(FOR CONTRACTOR PERSONNEL)

This Confidentiality Agreement is executed this ____ day of ____, 20__, by ____ ("Recipient"), in conjunction with Contract/BOA/RBOA/Task Order No. RECVR-05-G-0066 ("The Contract").

For due consideration given, Recipient agrees to the following:

1. Recipient will protect the confidentiality, integrity and availability of the sensitive information Recipient receives from or is given access to by the FDIC, or may obtain by other means, during the course of performing work on The Contract. Sensitive information is defined in clause 7.5.1-2 of The Contract.

2. Recipient has read FDIC Circular 1360.9, Protecting Sensitive Information – incorporated by reference in The Contract – and will abide by the policy described therein and follow the guidelines given for protecting sensitive information. FDIC Circular 1360.9 is available on the FDIC website: www.fdic.gov/buying/goods/acquisition/index.html.

3. Recipient will use sensitive information only as authorized by FDIC. Recipient will not disclose, release, disseminate or transfer any sensitive information to any other person or entity, except as required in the performance of Recipient's duties under The Contract or with the express prior written consent of an authorized representative of the FDIC.

4. Recipient will immediately notify FDIC of any subpoena or court order requiring Recipient to disclose or produce sensitive information and will cooperate with legal counsel for FDIC in any challenge to or appeal from such a subpoena or court order.

5. This Confidentiality Agreement is made part of The Contract upon execution and is governed by the law set out in Clause 7.3.1-15 "Governing Law" of The Contract.

RECIPIENT (EMPLOYEE) *(Please type or print)*

Name: _____

Title: _____

Signature: _____

ACCEPTED (FDIC) *(Please type or print)*

Name: _____

Title: _____

Signature: _____