Sensitive Security Information
Non-Disclosure Instructions

Each and every individual needing access to Sensitive Security Information (SSI) must complete and submit to the Port of Tacoma a non-disclosure agreement (NDA). Individuals submitting a SSI NDA to the Port must complete the following steps:

1. Obtain a copy of the SSI NDA via the Port of Tacoma's website or by contacting Port Security at 253.383.5841.
2. Read the entire document thoroughly.
3. Print your name on page one, first line.
4. Initial and date the bottom of <u>each</u> page of the document.
5. Print your name, title, company name, phone number and email address where stated.
6. Sign the document in the presence of the witness. The witness must be someone in your firm.
7. The same witness must fill out their information, including name, title, company name, phone number and email address.
8. Witness signs the document.
9. Scan the final document into one PDF or TIF file.
10. Email to the Port Security Department at: ndasecurity@portoftacoma.com

Any non-disclosure agreements that do not follow the noted instructions will be denied. All questions regarding completing and submitting a SSI NDA must be emailed to ndasecurity@portoftacoma.com

**Non-Disclosure Agreement for
Conditional Access to Sensitive Security Information**

I, _____, hereby consent to the terms and conditions of this Non-Disclosure Agreement (hereafter, Agreement) in consideration of my being granted conditional access to certain United States Government 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 United States Government 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 15 and 1520 but also includes any information not specifically mentioned in Part 15 and 1520, but marked as "Sensitive Security Information" or "SSI." No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520.

3.   Based on the Port of Tacoma (hereafter, Port of Tacoma) determination that I have a security-related need to know, I am being granted conditional access to SSI contingent upon my execution of this Agreement for the sole purpose of having access to the Port of Tacoma SSI. Examples of SSI include, but are not limited to:

   a.   Port Security Manual
   b.   Security Baggage Screening
   c.   Technical Specifications for Explosive Detection Devices
   d.   Technical Specifications of Security Communication Equipment
   e.   Reports of Vulnerability to Security
   f.   Technical Specifications or Drawings Security System
   g.   Performance of Test data of Security System
   h.   Passwords or codes of Security System to include alarms
   i.   Restricted Area Key Control Procedures
   j.   IP Address of Security Cameras
   k.   Internal Security Response Procedure

4.   This approval will permit me to have conditional access to certain SSI, to perform my job or assigned tasks. This Agreement will not allow me to have access to materials that TSA or the Port of Tacoma has determined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include sensitive but unclassified information provided to the Port by other agencies of the United States Government, or any other SSI that I do not have a security-related need to know.

5.   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 the Port of Tacoma or TSA that the proposed recipient is authorized to receive it. I will submit to the Port of Tacoma SSI administrator for

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Date __/__/__
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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 Port of Tacoma to ensure that SSI is not disclosed.

6.	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 Port of Tacoma SSI administrator.

7.	I understand that the unauthorized disclosure of SSI could compromise the safety and security of persons in transportation. In addition, I understand that I will not electronically mail SSI unless the document is password protected.

8.	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.

9.	Unless and until I am provided a written release by the Port of Tacoma 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.

10.	 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.

11.	I understand that the Port of Tacoma through 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.

12.	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 judicial proceeding to protect any SSI to which I have been given conditional access under the terms of this Agreement.

13.	These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (Governing disclosures that could expose confidential Government agents), and other statutes which protect against disclosure that may

Date __/__/__
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compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and supersede this Agreement to the extent of any conflict.

14.   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.

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Type/Printed Name & Title:	Company Name:	Telephone Number & Email

Signature: _____   Date: _____

WITNESS: *Witness must be Credible. Individual must witness signature and be an employee of the same company/agency or affiliation.*

Type/Printed Name & Title:	Company Name:	Telephone Number & Email

Signature: _____   Date: _____

To be completed by Port of Tacoma:

Project or Reason for access _____   Project Number: _____

PM/Sponsor _____   Date: _____

SSI Administrator Initials: _____   Date: _____

Date __/__/__
Initial _____