

**CONGRESSIONAL BUDGET OFFICE
Non-Disclosure Agreement**

Pursuant to Contract No. _____

I, _____, the undersigned,—

1. Acknowledge that, during my performance under contract with the Congressional Budget Office (CBO), I may have access to and there may be disclosed to me certain confidential information owned or licensed by CBO or used by CBO in the conduct of its business, including, but not limited to: IT security measures; personnel data; trade secrets, commercial and financial information, and other proprietary business data; and personal information, including financial and medical records.
2. Acknowledge that I am subject to the computer crime statute, 18 U.S.C. §1030, that imposes criminal penalties for unauthorized access to government computer systems (or access in excess of authority) and for disclosure, use, or modification of information contained on such systems.
3. Agree not to make or retain copies of confidential information, and agree not to disclose, directly or indirectly, any confidential information or to use it in any manner, during the term of this contract or thereafter, except for authorized purposes under the contract identified above.
4. Acknowledge that CBO may notify any third party or employer of the existence of this agreement and shall be entitled to full relief for any breach.
5. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; 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 of 1989 (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 the statutes which protect against disclosure that may 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. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling.

Signed this _____ day of _____, 20_____.

Contractor Employee