



**DEPARTMENT OF THE AIR FORCE
PRIVILEGED SAFETY INFORMATION AND PRIVACY PROGRAM
COMPLIANCE AGREEMENT WITH CONTRACTOR**

This is a United States Air Force (USAF) Privileged Safety Information and Privacy Program Non-Disclosure Agreement (NDA), executed by the DoD Contractor identified as:

(ENTER CONTRACTOR'S COMPANY NAME),

referred to hereafter as "Contractor," which will provide direct support to USAF mishap prevention efforts in relation to contract (ENTER CONTRACT NUMBER(s)).

1. **APPLICABILITY**. The Contractor acknowledges that work assigned and authorized by the USAF pursuant to this contract will bring certain of its employees into contact with information that is subject to established protocols and processes regarding the handling, control, and non-disclosure of certain types of information, the conditions of which are detailed in the following references:
 - DoD Instruction 6055.07, *Mishap Notification, Investigation, Reporting and Record Keeping*
 - DoD Directive 5400.07, *Department of Defense Freedom of Information Act Program*
 - DoD Directive 5400.11, *Department of Defense Privacy Program*
2. **ACCESS JUSTIFICATION**. Justification for Contractor's access to the information types detailed in the DoD policies listed herein include official duties, as assigned by the Government, in furtherance of an articulated safety purpose, related to specific projects or efforts incident to the referenced contract.
3. **PRIVILEGED SAFETY INFORMATION**. USAF Safety Investigation reports contain privileged safety information. Privileged safety information is used solely for DoD mishap prevention and is protected from release to unauthorized persons. Protection of privileged information is essential to maintain the integrity of the process of obtaining and evaluating mishap information and to ensure candor of witnesses and investigators.
 - a. Privileged safety information includes, but is not limited to:
 - 1) Findings, conclusions, causes, recommendations, and deliberative process of a Safety Investigation Board (SIB), and anything that reveals those products.
 - 2) Any information obtained from a contractor who built, designed, or maintained equipment involved in a mishap, when that information was provided pursuant to a promise of confidentiality.
 - 3) Statements or testimony given to the SIB pursuant to a promise of confidentiality.
 - 4) Computer generated videotape animations, simulations, or simulator reenactments in which the SIB analysis is incorporated into the simulation.
 - 5) Drafts indicating SIB analysis and conclusions.
 - 6) Photographs, films, and videotapes, which are staged, reconstructed, or simulated reenactments of possible or probable scenarios developed by or for the SIB.
 - 7) Diagrams and other exhibits which depict the SIB's analytical process.
 - 8) Life Science Materials, which contain the analysis of the Life Science SIB member.
 - b. Safety investigation reports and records may contain personally identifiable information (PII), including, but not limited to, names, addresses, social security numbers, medical and mental health information, etc. These records are protected from disclosure by the Privacy Act and the Freedom of Information Act. The Privacy Act provides criminal and civil sanctions for the misuse of this information. Contractor will ensure all affected Employees complete PII training.
4. **AGREEMENTS**. As evidenced by the signature below, Contractor acknowledges that:
 - a. It is familiar with the requirements outlined in applicable DoD Policy described herein, and will seek clarification and guidance from (ENTER THE COGNIZANT SAFETY OFFICE), prior to acting,

when in doubt or unsure of any USAF requirements affecting the handling or control of any of the information types identified above.

- b. It will comply with USAF requirements, protocols and processes regarding the handling, storage, control, non-disclosure, and use requirements of any information they are afforded access to in the execution of their contractually defined duties. Only USAF may release this information.
- c. It is being allowed access by certain employees with a specific DoD mishap prevention need to privileged safety information solely for the purpose of DoD mishap prevention. No other use is authorized. In order to accomplish these services, Contractor agrees to the following:

- 1) To protect privileged safety information from unauthorized users or release, including in litigation.
- 2) That access to privileged safety information will only be granted to those employees of the contractor with a signed NDA and a specific USAF-determined mishap prevention need, and to no others, and is fully responsible for its employees' actions with regard to the privileged safety information.
- 3) That prior to receiving privileged safety information, it shall require all its employees who will have access to that privileged safety information to sign a personal NDA provided by USAF.
- 4) To notify (**ENTER COGNIZANT SAFETY OFFICE**) when an affected Employee leaves employment with Contractor, so USAF can terminate access to privileged safety information and Privacy Act information.
- 5) To not release or reproduce the information provided, or otherwise share it with anyone not explicitly and specifically granted access to the information by USAF.
- 6) That they are expressly prohibited from providing any privileged safety investigation information to any general counsel's office, legal staff, public relations staff, or any personnel involved in litigation.
- 7) To remove any privileged safety information and Privacy Act information from any location in which it is placed or stored, in any format (including electronic and paper), when this information is no longer needed to support the specific effort for which it was provided, or at the end of the contract with DoD. After removal, this information and any copies must be returned to (**ENTER COGNIZANT SAFETY OFFICE**) or destroyed; if destroyed, Contractor must provide proof of destruction to (**ENTER COGNIZANT SAFETY OFFICE**).
- 8) That unauthorized use or disclosure of privileged or personal information can prevent successful protection of it in court proceedings, and may subject Contractor and/or the contracted employee to criminal prosecution, contract termination or other penalty, termination of employment, civil liability, or other adverse action.

5. **PERIOD OF NDA.** This NDA becomes binding when signed by the Contractor and remains in effect during the course of performance of any work that may bring them in contact with the information types detailed in the policies listed above, and indefinitely after the Contract terminates.

6. **ACKNOWLEDGEMENT.** The Contractor agrees to the terms contained herein, as indicated by affixing their signature below. The Contractor further acknowledges that failure to comply with the aforementioned conditions could result in administrative action and/or criminal prosecution, as permitted under law or regulation.

Signature of Authorized Contractor Representative

Signature of USAF Representative

Printed Name and Position or Duty Title
Contractor Representative

Printed Name and Duty Title of USAF of
Representative

Date



**DEPARTMENT OF THE AIR FORCE
PRIVILEGED SAFETY INFORMATION AND PRIVACY PROGRAM
COMPLIANCE AGREEMENT WITH CONTRACTED EMPLOYEES**

This is a United States Air Force (USAF) Privileged Safety Information and Privacy Program Non-Disclosure Agreement (NDA), executed by the DoD contractor employee, identified by name and company as:

(ENTER EMPLOYEE'S NAME & COMPANY NAME),

referred to hereafter as "Employee," who will provide direct support to USAF mishap prevention efforts in relation to contract **(ENTER CONTRACT NUMBER(s))**.

1. **APPLICABILITY**. Employee acknowledges that work they may be assigned and authorized by the Government pursuant to this contract will bring them into contact with information that is subject to established protocols and processes regarding the handling, control, and non-disclosure of certain types of information, the conditions of which are detailed in the references below, specifically:
 - DoD Instruction 6055.07, *Mishap Notification, Investigation, Reporting and Record Keeping*
 - DoD Directive 5400.07, *Department of Defense Freedom of Information Act Program*
 - DoD Directive 5400.11, *Department of Defense Privacy Program*
2. **ACCESS JUSTIFICATION**. Justification for this Employee's access to the information types detailed in the DoD policies listed herein include official duties, as assigned by the Government, in furtherance of an articulated safety purpose, related to specific efforts incident to the referenced contract.
3. **PRIVILEGED SAFETY INFORMATION**. USAF Safety Investigation reports contain privileged safety information. Privileged safety information is used solely for DoD mishap prevention and is protected from release to unauthorized persons. Protection of privileged information is essential to maintain the integrity of the process of obtaining and evaluating mishap information and to ensure candor of witnesses and investigators.
 - a. Privileged safety information includes, but is not limited to:
 - 1) Findings, conclusions, causes, recommendations, and deliberative process of a Safety Investigation Board (SIB), and anything that reveals those products.
 - 2) Any information obtained from a contractor who built, designed, or maintained equipment involved in a mishap, when that information was provided pursuant to a promise of confidentiality.
 - 3) Statements or testimony given to the SIB pursuant to a promise of confidentiality.
 - 4) Computer generated videotape animations, simulations, or simulator reenactments in which the SIB analysis is incorporated into the simulation.
 - 5) Drafts indicating SIB analysis and conclusions.
 - 6) Photographs, films, and videotapes, which are staged, reconstructed, or simulated reenactments of possible or probable scenarios developed by or for the SIB.
 - 7) Diagrams and other exhibits which depict the SIB's analytical process.
 - 8) Life Science Materials, which contain the analysis of the Life Science SIB member.
 - b. Safety investigation reports and records may contain personally identifiable information (PII), including, but not limited to, names, addresses, social security numbers, medical and mental health information, etc. These records are protected from disclosure by the Privacy Act and the Freedom of Information Act. The Privacy Act provides criminal and civil sanctions for the misuse of this information. The Privacy Act provides criminal and civil sanctions for the misuse of this information. Employee will complete PII training as required by USAF.
4. **AGREEMENTS**. As evidenced by their signature below, Employee acknowledges that he or she:
 - a. Is familiar with the requirements outlined in applicable DoD Policy described below, and will seek clarification and guidance from **(ENTER COGNIZANT SAFETY OFFICE)** prior to acting, when in

doubt or unsure of any USAF requirements affecting the handling or control of any of the information types identified above.

- b. Will comply with the USAF requirements, protocols and processes regarding the handling, storage, control, non-disclosure, and use requirements of all information they are afforded access to in the execution of their contractually defined duties. Only USAF may release this information.
- c. Is being allowed access to privileged safety information solely for the purpose of DoD mishap prevention. No other use is authorized. In order to accomplish these services, Employee agrees to the following:
 - 1) To protect privileged safety information from unauthorized users or release, including in litigation.
 - 2) That access to privileged safety information will only be granted to those employees of the contractor with a signed NDA and a specific USAF-determined mishap prevention need, and to no others, and is fully responsible for his or her actions with regard to the privileged safety information.
 - 3) To not release or reproduce the information provided, or otherwise share it with anyone not explicitly and specifically granted access to the information by USAF.
 - 4) That they are expressly prohibited from providing any privileged safety investigation information to any general counsel's office, legal staff, public relations staff, or any personnel involved in litigation.
 - 5) To remove any privileged safety information and Privacy Act information from any location in which it is placed or stored, in any format (including electronic and paper), when this information is no longer needed to support the specific effort for which it was provided, or at the end of the contract with DoD. After removal, this information and any copies must be returned to (**ENTER COGNIZANT SAFETY OFFICE**) or destroyed; if destroyed, Employee must provide proof of destruction to (**ENTER COGNIZANT SAFETY OFFICE**).
 - 6) That unauthorized use or disclosure of privileged or personal information can prevent successful protection of it in court proceedings, and may subject Contractor and/or Employee to criminal prosecution, contract termination or other penalty, termination of employment, civil liability, or other adverse action.
- 5. **PERIOD OF NDA.** This NDA becomes binding when signed by the Employee and remains in effect while the Employee is assigned in any capacity that may bring them in contact with the information types detailed in the policies listed above. This agreement remains in effect indefinitely, even after termination of the contract or termination of employment with the Contractor.
- 6. **ACKNOWLEDGEMENT.** The Employee agrees to the terms contained herein, as indicated by affixing their signature below. The Employee further acknowledges that failure to comply with the aforementioned conditions could result in administrative action and/or criminal prosecution, as permitted under law or regulation.

Signature of Employee

Signature of USAF Representative

Printed Name of Employee

Printed Name and Duty Title of USAF Representative

Date