

**Non-Disclosure Agreement for System Access  
Department of Commerce  
National Oceanic and Atmospheric Administration  
Management Analysis and Reporting System (MARS)**

As an employee or contractor of the Department of Commerce (DOC) with access to the National Oceanic and Atmospheric Administration (NOAA) Management Analysis and Reporting System (MARS), you are required to be aware of, and comply with all applicable laws, regulations, not limited to the Privacy Act of 1974, Computer Fraud and Abuse Act of 1988, DOC Policy on Password Management, NOAA Information Technology (IT) Security Policy, and the NOAA Rules of Behavior. All users must complete the IT Security Awareness Training course every year to obtain and/or continue access to NOAA IT resources.

MARS is NOAA-wide management tool, which includes budget and finance information, commitments, and personnel information. The MARS system is comprised of a data entry module for commitment tracking, building of spend plans, and labor forecasting; in addition to, a reporting module for reporting, querying, and analysis.

The information and data, if disclosed to unauthorized sources, could violate the Privacy Act, OMB M06-16 (PII) and/or result in financial loss or adverse legal actions.

I, \_\_\_\_\_, hereby consent to this agreement in consideration for my being granted conditional access containing *sensitive but unclassified information, personally identifiable information and privacy act information* concerning financial, acquisition, travel, human resources, real or personal property, budget and other areas. Information may be in the form of system data, files and records, contract data, analyses, memos, meeting content, conversations, or any other form. I understand and agree to the following terms and conditions:

I will only access, or attempt to access, *sensitive but unclassified information* systems for which I am granted conditional access authorization and have a "need to know/access".

I will not divulge my password(s) or share them with any other person.

I will not disclose or extract any confidential data, Privacy Act / PII data, employee information, or bureau specific *sensitive but unclassified information* which could adversely affect the Government's interest or the privacy to which individuals are entitled.

I will not use, release, or disclose any *sensitive but unclassified information*, in any form whatsoever, to any person or entity other than authorized individuals without written authorization. *Note: Individuals providing services under contractual arrangements cannot share information with their company/organization nor with any other external individual, corporation, business, or organization.*

I will protect *sensitive but unclassified information* in accordance with the provisions of the Privacy Act, OMB M06-16 (PII) and other pertinent laws and regulations governing the confidentiality of privileged information. If I become aware of any improper use, extract, release or disclosure of Privacy Act / PII data or non-public information, I will advise NOAA management and complete the NOAA IT Security Incident Reporting Form as soon as possible. *Note: Contractors are required to provide a copy of this User Agreement to their employers to ensure that they are aware of non-disclosure responsibilities.*

I understand that any unauthorized use, release or disclosure of non-public information in violation of this agreement may subject me to administrative actions that range from a verbal or written warning, removal of system access, reassignment of duties, and/or termination of employment or contract, depending on the severity of the violation.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_