

“VIEW ONLY” ACCESS TO CUI: NON-DISCLOSURE AGREEMENT

I, _____, an individual official, employee, consultant, or subcontractor of or to _____ (the authorized non-Federal entity), intending to be legally bound, consent to the terms in this agreement in consideration of being granted “view only” access to Controlled Unclassified Information, specified below.

Signer acknowledges the category or categories of information that they may have access to, and the signer’s willingness to comply with the standards for protection, by placing their initials in front of the applicable category or categories below:

Initials:

Controlled Unclassified Information (CUI)

As used in this agreement and as defined in 32 CFR Part 2002, Controlled Unclassified Information (CUI) is information the Government creates or possesses, or that an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Government-wide policy (LRGWP) requires or permits a contractor or subcontractor to handle using safeguarding or dissemination controls. However, CUI does not include classified information [Information that Executive Order 13526, *Classified National Security Information*, December 29, 2009 (3 CFR, 2010 Comp., p. 298), any predecessor or successor order, or the Atomic Energy Act of 1954, as amended, requires agencies to mark with classified markings and protect against unauthorized disclosure] or information a non-executive branch entity possesses and maintains in its own systems that did not come from, or was not created or possessed by or for, an executive branch agency or an entity acting for an agency.

I attest that I will comply with Tutor Perini Corporation guidance for viewing CUI information to which I am granted “view only” access.

I understand and agree to the following conditions for “view only” access to any CUI information disclosed:

1. **Non-disclosure:** I agree to not disclose any “view only” CUI to which I am granted access to anyone who, or anything that, is not granted such access pursuant to an applicable lawful Government purpose. I understand my responsibilities to protect and not disclose CUI except for, and to people with, an appropriate lawful Government purpose. To ascertain whether someone or something is authorized access, pursuant to an applicable lawful Government purpose, to CUI that is under my control or in my possession, I will do so in accordance with Tutor Perini Corporation guidance.

2. **Scope of CUI**: I understand that the CUI to which I am granted "view only" access includes any CUI shared with me on behalf of or for the Government, by Tutor Perini Corporation or other authorized entity.
3. **Training**: I acknowledge that I have undergone or will undergo training concerning the nature and protection of the CUI to which I have been provided "view only" access, including procedures to follow in ascertaining whether other people to whom I contemplate disclosing this information are approved to access it pursuant to an appropriate lawful Government purpose, and that I understand this training and these procedures.
4. **Security/control**: I am obligated to protect CUI to which I am granted access from unauthorized disclosure, in accordance with the terms of this agreement under Tutor Perini Corporation guidance with regard to any "view only" CUI to which I am granted access. I agree not to screen print or take photographs or use other imaging efforts to capture the data represented in the "view only" display.
5. **Reporting breaches**: I agree that I shall promptly report to Tutor Perini Corporation, in accordance with the guidance issued for the applicable category of CUI, any unauthorized disclosure that I have knowledge of whether or not I am personally involved. I also understand that my anonymity will be preserved to the extent possible when reporting such violations.
6. **Time**: I understand that all conditions and obligations imposed upon me by this agreement apply during the time I am granted "view only" access to CUI, and at all times thereafter while such information remains controlled. These conditions and obligations may no longer apply if I am explicitly released in writing by an authorized representative of Tutor Perini Corporation or the United States Government.
7. **Breach**: If I violate the terms and conditions of this agreement, such violation may result in cancellation of my "view only" access to CUI, and, depending upon the Federal laws and regulations that govern CUI, may result in civil and criminal sanctions. This may also serve as a basis for denying me access to other types of information under Tutor Perini Corporation's control.
8. **Assignee**: I assign to the Tutor Perini Corporation all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of CUI to which I am granted "view only" access that is inconsistent with the terms of this agreement.
9. **Remedies**: This agreement is made and intended for the benefit of Tutor Perini Corporation. By granting me "view only" access to CUI in this context, Tutor Perini Corporation may seek any remedy available to it to enforce this agreement, including, but not limited to, application for a court order prohibiting disclosure of CUI in breach of this agreement. I understand that if I violate the terms and conditions of this agreement, I could be subjected to administrative, disciplinary, civil, or criminal action, applicable to the category of CUI involved.

10. **Severability:** Each provision of this agreement is severable. If a court should find any provision of this agreement to be unenforceable, all other provisions shall remain in full force and effect.
11. **Other agreements:** My execution of this agreement shall not nullify or affect in any manner any other secrecy or non-disclosure agreement(s) that I have executed or may execute with Tutor Perini Corporation, the United States Government, or any of its other departments or agencies.
12. Signing this agreement does not bar disclosures as required by superseding authorities of existing or future Federal laws and regulations.
13. I read this agreement carefully and my questions, if any, were answered. I acknowledge that Tutor Perini Corporation has made available to me any laws, regulations, or directives referenced in this agreement so that I may read them at this time, if I so choose.

Tutor Perini Corporation

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Acknowledgement**

Typed/Printed Name:	Subcontractor/Business Address	Telephone Number:

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

Signature:

ACCEPTANCE:

Typed/Printed Name:	Tutor Perini Corporation/Business Address	Telephone Number:

Signature: