DEPARTMENT OF THE NAVY
NAVAL SEA SYSTEMS COMMAND
1333 ISAAC HULL AVE SE
WASHINGTON NAVY YARD DC 20376-0001

IN REPLY REFER TO

4200
Ser 0252/074
28 Sept 2026

Attachment J-12
TERMS OF USE AGREEMENT FOR SOLICITATION N00024-26-R-5246

1. This Terms of Use Agreement (TOUA) establishes mandatory conditions, handling instructions, and legal safeguards governing the receipt, custody, evaluation, and destruction of the ECDIS Consolidated Hardware and Software Request for Proposals (RFP) Library Set provided as Government Furnished Information (GFI) under Solicitation N00024-26-R-5246.

2. Receipt of, and access to, the ECDIS Library Set (and any subsequent updates, additions, or revisions) is strictly conditioned upon receipt and validation of:

    a. A fully executed copy of this TOUA, containing authorized acknowledgments from both a Corporate Representative and the Facility Security Officer; and
    b. An active and approved Contract Security Classification Specification (DD Form 254) for the Offeror.

3. The Library Set shall be used solely and exclusively for proposal preparation, evaluation, and submission in direct response to Solicitation N00024-26-R-5246. Any other use, commercial or otherwise, is strictly prohibited and shall be considered a material breach of this Agreement.

4. The Government possesses, at a minimum, Government Purpose Rights (GPR) in all technical data, Technical Data Packages (TDPs), drawings, specifications, and computer software contained within the Library Set. All proprietary, restrictive, or commercial vendor markings to the contrary shall be disregarded for the purposes of this procurement. This Agreement does not convey, assign, or license any commercial ownership, copyright, patent, or intellectual property rights to the recipient company or its affiliates. All copies and derivatives thereof remain the exclusive property of the United States Government.

5. The Library Set contains UNCLASSIFIED technical data and Controlled Unclassified Information (CUI). The recipient company shall safeguard, mark, handle, and store all information in strict compliance with the following, as applicable:
    a. DoD Instruction 5200.48 (Controlled Unclassified Information (CUI));
    b. DoD Manual 5220.22-M (National Industrial Security Program Operating Manual (NISPOM) / 32 CFR Part 117);
    c. Defense Counterintelligence and Security Agency (DCSA, formerly DSS) approved procedures; and
    d. The Solicitation N00024-26-R-5246 DD Form 254.

6. The recipient company may share portions of the Library Set with prospective subcontractors only as strictly necessary for proposal preparation. Prior to disclosure, the recipient company must ensure that each subcontractor has executed a corresponding TOUA and possesses the requisite security infrastructure. The prime Offeror remains fully liable for any breach of this Agreement by its subcontractors.

7. The recipient company, including its officers, employees, and authorized agents, is strictly prohibited from:
    a. Duplicating, printing, or otherwise replicating, the Library Set beyond the express authorization provided in paragraph 8 of this Agreement;
    b. Posting, storing, uploading, transmitting, or processing any portion of the Library Set on any unaccredited IT system, public network, commercial cloud service, non-cleared environment, or removable media not authorized under the DD Form 254;
    c. Disclosing the contents of the Library Set to any individual lacking the requisite security clearance and a verified need-to-know directly related to this proposal effort;
    d. Disclosing, transmitting, discussing, or releasing the contents of the Library Set to any Foreign National (including foreign persons employed by or affiliated with the prime contractor or teammates, regardless of clearance, export licenses, or international agreements); or
    e. Transmitting the Library Set or any portion thereof outside the sovereign geographical boundaries of the United States.

8. Limited authorization is granted to reproduce copies under the following mandatory conditions:
    a. Maximum Copy Limit: A maximum of ten (10) copies (electronic or printed) may be produced.
    b. Master Copy Log: The recipient company shall maintain a real-time, auditable Master Copy Log. Attachment L-11 is provided with the RFP for this purpose.
    c. Inspection: The Master Copy Log and all physical/electronic copies shall be made available for inspection immediately upon demand by the Contracting Officer or other authorized Government officials.

9. The recipient company shall destroy the originals and all copies of the Library Set no later than 180 days after the proposal submission deadline, unless otherwise directed in writing by the Contracting Officer. Additionally, the recipient company shall:
    a. submit a copy of the final, completed Master Copy Log, certifying the destruction of all materials, to the Contracting Officer and designated Contract Specialists via email within seven (7) days of completing destruction, and
    b. records of destruction must be maintained and available for inspection for a period of five (5) years.

10. The recipient company shall acknowledge and accept these terms of use, by completing page three (3) of this Agreement. Completed and signed forms shall be emailed to the following Points of Contacts:
    a. Miss. Roxie P. Thomas - Contracting Officer Roxie.p.thomas.civ@us.navy.mil
    b. Mr. Isaac Pautz – Lead Contract Specialist isaac.c.pautz.civ@us.navy.mil
    c. Miss. Liz Bonilla-sotomayor – Secondary Contract Specialist liz.c.bonilla-sotomayor.civ@us.navy.mil

Please provide the following information for your company:

Business Name: _____

Unique Entity Identifier (UEI)Number: _____

CAGE Code: _____

Facility Clearance Level: _____

Principal Business Address: _____

Security/Mailing Address: _____

Facility Security Officer (FSO) Acknowledgment

As the Facility Security Officer (FSO) of the above business entity, I hereby acknowledge, accept, and certify that our facility has implemented all required security controls and will enforce all restrictions, logging requirements, and destruction protocols specified in this Terms of Use Agreement and the associated DD Form 254.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

Telephone Number: _____

Email Address: _____

Authorized Corporate Representative Acknowledgment

On behalf of the above-named business entity, in exchange for authorized access to the ECDIS Consolidated Hardware and Software RFP Library Set for Solicitation N00024-26-R-5246, I hereby accept and legally obligate this company to all terms, restrictions, covenants, and responsibilities set forth in this agreement.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

Telephone Number: _____

Email Address: _____

(Both the Facility Security Officer and an Authorized Corporate Officer empowered to bind the company must sign this agreement.)