



DEFENSE COUNTERINTELLIGENCE AND SECURITY AGENCY

Job Aid: DD-441

The DD-441 is the Security Agreement between the facility and the United States Government. Each cleared entity is required to execute this agreement. This Job Aid helps to assist in appropriately completing the form prior to the issuance of the FCL

The public reporting burden for this collection of information is estimated to average 14 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, at whs.mc-arex.esd.mbx.ddo-informationcollections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

This DEPARTMENT OF DEFENSE SECURITY AGREEMENT (hereinafter called the Agreement), entered into this _____ day of _____, 20____, by and between THE UNITED STATES OF AMERICA, through the Defense Counterintelligence and Security Agency acting for the Department of Defense and other governmental User Agencies (hereinafter called the Government), and

ENTER COMPANY'S LEGAL NAME

(hereinafter called the Contractor), which is:

(1) A ENTER COMPANY'S BUSINESS STRUCTURE organized and existing under the laws of the state of STATE ORGANIZED IN: (Enter type of business entity, e.g., Corporation, Limited Liability Company, etc.)

(2) a partnership consisting of LEAVE BLANK

(3) an individual trading as LEAVE BLANK

with its principal office and place of business at (Street, City, State and ZIP Code)

ENTER COMPANY'S FULL ADDRESS

WITNESSETH THAT:

WHEREAS, the Government has in the future purchase from the Contractor which are required and necessary to the United States; or may invite to proposed contracts for the purchase of goods and services which are required and necessary to the United States; and

WHEREAS, it is essential that the Contractor prior to the execution of this Agreement to classified information; and

WHEREAS, the parties desire to take precautions and specific safeguards and the Government in order to protect the United States through the protection of classified information, sabotage, the security of the United States;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree to the following.

Section I - SECURITY CONTROL

(A) The Contractor agrees to provide security controls within the organization in accordance with the requirements of the "National Operating Manual," DoD 5220 Manual) attached hereto and in subject, however, (i) to any revision demands of national security as a notice of which shall be furnished to the Contractor in accordance with the mutual agreements entered into in the Manual to the Contractor procedures thereunder.

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Section II - SECURITY REVIEWS

Designated representatives of the Government responsible for reviews pertaining to industrial plant security shall have the right to review, at reasonable intervals, the procedures, methods, and facilities utilized by the Contractor in complying with the requirements of the terms and conditions of the Manual. Should the Government, through its authorized representative, determine that the Contractor's security methods, procedures, or facilities do not comply with such requirements, it shall submit a written report to the Contractor advising of the deficiencies.

Section III - MODIFICATION

Modification of this Agreement may be made only by written agreement of the parties hereto. The Manual may be modified in accordance with Section I of this Agreement.

Section IV - TERMINATION

This Agreement shall remain in effect until terminated through the giving of 30 days' written notice to the other party of intention to terminate; provided, however, notwithstanding any such termination, the terms and conditions of this Agreement shall continue in effect so long as the Contractor possesses classified information.

Section V - PRIOR SECURITY AGREEMENTS

As of the date hereof, this Agreement replaces and succeeds any and all prior security or secrecy agreements, understandings, and representations, with respect to the subject matter included herein, entered into between the Contractor and the Government; provided, that the term "security or secrecy agreements, understandings, and representations" shall not include agreements, understandings, and representations contained in contracts for the furnishing of supplies or services to the Government which were previously entered into between the Contractor and the Government.

Section VI - SECURITY COSTS

This Agreement does not obligate Government funds, and the Government shall not be liable for any costs or claims of the Contractor arising out of this Agreement or instructions issued hereunder. It is recognized, however, that the parties may provide in other written contracts for security costs, which may be properly chargeable thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above:

THE UNITED STATES OF AMERICA

By _____ LEAVE BLANK
(Signature of Authorized Government Representative)

LEAVE BLANK
(Typed Name of Authorized Government Representative)

LEAVE BLANK
(Typed Name of Authorized Government Agency)

ENTER COMPANY'S LEGAL NAME
(Typed Name of Contractor Entering Agreement)

WITNESS

WITNESS SIGNATURE AND DATE
(Signature and Date)

WITNESS'S TYPED NAME

NOTE: The witness must be a person who personally observed the Contractor Representative sign this form. The witness cannot be the same person who signs this form as the Government Representative. The name of the witness should be typed or printed under the witness' signature and date.

By _____ SMO'S SIGNATURE
(Signature of Authorized Contractor Representative)

SMO'S TYPED NAME
(Typed Name of Authorized Contractor Representative)

SMO'S TITLE(S)
(Title of Authorized Contractor Representative)

COMPANY'S STREET ADDRESS
(Contractor Address)

COMPANY'S CITY, STATE, ZIP
(Contractor Address)

By executing this form, the Contractor Representative certifies that he or she is the _____ SMO'S TITLE(S)
of the business entity identified above, and has the authority to bind the business entity to the terms of this agreement.