NESI Access Instructions.pdf

The technical documentation identified in the table below is only accessible via the Net-Centric Enterprise Solutions for Interoperability (NESI) website, at https://nesi.spawar.navy.mil:

Document #	Document Type/Title
COMSPAWAR M-3084.1, 06 May 10	SPAWAR System Operational Verification Testing (SOVT) Preparation and Execution Guide (SPEG)
170-CMP-0001-r01, Ver 1, Jul 07	PEO C4I Program Office PMW/A 170 Life Cycle Configuration Management Plan
DoD Guide, Ver 2.0, 1 Oct 08	DoD Guide to Uniquely Identifying Items
EE100-UX-FCB-003, 8 Jul 04	SPAWAR Electronic Field Change Bulletin
TeraScan ® System As-Built Specifications, Rev C, 26 Apr 07	TeraScan ® System As-Built Specifications for FMQ-17

Access to the ESRP technical documents is limited to the Department of Defense (DoD) and U.S. DoD contractors only. All individuals provided access to ESRP technical documents hosted on the NESI website MUST be U.S. citizens. In order to gain access each contractor shall have a Primary Point of Contact (PPOC) who is responsible for submitting the Non-Disclosure Agreement (NDA) below. In order to obtain access to this secure website, each company must:

1) Sign and return the ESRP Bidder's Repository Non-Disclosure Agreement (NDA) (provided below), to Alexander Holtet at alexander.holtet@navy.mil.

2) Have an active DD 2345 on file with Defense Logistics Information Service (DLIS). If the company does not have an active DD 2345 on file and cannot provide a Joint Certification Program (JCP) number, please visit DLIS at http://www.dlis.dla.mil/jcp/ for more information on how to complete and submit the DD 2345.

3) Provide the e-mail address and phone number for each requested user, and the company's JCP number to Alexander Holtet at Alexander.Holtet@navy.mil. Each company may request NESI access for up to two representatives. Each user is required to be a U.S. DoD contractor and have a valid DoD or ECA issued PKI certificate to gain access to the website. If a requestor is a U.S. DoD contractor and does not have a valid DoD or ECA-issued PKI certificate, contact Alexander Holtet at Alexander.Holtet@navy.mil for further instruction. The Government will provide instructions on how to access the secured site to the approved company representatives after their Bidder's Repository NDAs have been received and the verification process is completed.

Navy Environmental Satellite Receiver Processors (ESRP)
Program Bidder's Repository
Use and Non-Disclosure Agreement (NDA)

The undersigned, _____, an authorized representative of _____, (which is hereinafter referred to as the "Recipient") requests that the Government provide the Recipient with technical data (herein referred to as "Data") identified in section 4.2 of the most current version of the .pdf document entitled "Attachment 1 – ESRP PWS.pdf" posted on the SPAWAR e-Commerce website. By submitting this NDA the Recipient represents that it is a U.S. DoD contractor. As used in this agreement, the term "Contractor" means the entity that holds title to the Data. In consideration for receiving such Data, the Recipient agrees to use the Data strictly in accordance with this Agreement:

(1) The Recipient shall:

> (a) Use, modify, reproduce, or display Data marked with Unlimited Rights (if data is unmarked it entails unlimited rights), Government Purpose Rights (or variations thereof), or SBIR data rights legends only for government purposes directly related to its response to the Navy ESRP RFP and shall not do so for any commercial purpose. The Recipient shall not release, perform, display, or disclose these Data, without the express written permission of the Navy ESRP Procuring Contracting Officer (PCO), to any other company, to include all affiliates and subsidiaries of the above noted company and subcontractors and prospective subcontractors.

(2) Up to two (2) people may be listed as Points of Contact below and receive access to the Net-Centric Enterprise Solutions for Interoperability (NESI) website; however, these persons are not required to sign the NDA. The points of contact may distribute the Data to others within their organization, provided that the Data is handled in accordance with the applicable distribution statement.

(3) The Recipient agrees to adopt or establish operating procedures and physical security measures designed to protect these Data from inadvertent release or disclosure to unauthorized persons or third parties.

(4) The Recipient agrees to accept these Data "as is" without any Government representation as to suitability for intended use or warranty whatsoever. This disclaimer does not affect any obligation the Government may have regarding Data specified in a contract for the performance of that contract.

(5) The Recipient agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of Data received from the Government with restrictive legends by the Recipient or any person to whom the Recipient has released or disclosed the Data.

(6) The Government reserves the right to limit or restrict a Recipient's access to the Data should the Recipient breach any terms or conditions of this agreement. Further, a Recipient's breach may result in violation of the Trade Secrets Act (18 U.S.C. § 1905), which can result in criminal and/or civil penalties.

(7) For data created by a Contractor, the Recipient is also executing this Agreement for the benefit of the Contractor. The Contractor is a third party beneficiary of this Agreement who, in addition to any other rights it may have, is intended to have the rights of direct action against the Recipient or any other person to whom the Recipient has released or disclosed the Data, to seek damages from any breach of this Agreement or to otherwise enforce this Agreement.

(8) The Recipient agrees to destroy these Data, and all copies of the Data in its possession, no later than 30 calendar days after the closing date for receipt of proposals in response to the Government's RFP unless otherwise notified by the Government. The Recipient also agrees to have all persons to whom it released the Data do so by that date, and to notify the NAVY ESRP PROGRAM PCO that the Data have been destroyed.

(9) This Agreement shall be effective for the period commencing with the Recipient's execution of this Agreement and ending one year after the closing of the submission period for proposals in response to the Navy ESRP RFP . The obligations imposed by this Agreement shall survive the expiration or termination of the Agreement.

(10) The Recipient shall provide a valid Joint Certification Program (JCP) number, cage code, and contact information for a primary point of contact (below). The contractor's primary point of contact for this effort, along with the two representatives identified below who will be accessing Government furnished technical Data for this effort shall be located at the facility coinciding with the Cage Code identified below. The recipient certifies that the employees listed below are United States (US) citizens.

(11) In the event that the recipient determines that their subcontractor(s) require copies of the ESRP technical documents hosted on the NESI website, the recipient is authorized to reproduce the technical documents and provide the documents to their subcontractor ONLY AFTER:

A. The subcontractor's approved DD Form 2345 and the information at Item 10 above, is provided to the Contract Specialist at Alexander.Holtet@navy.mil
B. Data release is approved by the Procuring Contracting Officer (PCO). The Prime Contractor is responsible for overseeing their subcontractors' use of proper procedures and handling of military critical technology data that they provide to their subcontractors.

(12) The Recipient understands that certain information related to the ESRP system is considered to be sensitive with respect to the International Traffic in Arms Regulations and that this information is restricted to U.S. citizens only. The Recipient agrees to limit access to the information to its identified employees with U.S. Citizenship. The Recipient also agrees to not disseminate technical data obtained from the ESRP technical documents to third parties.

(13) The Recipient agrees that the ESRP technical documenation hosted on the NESI site may contain technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec. 2751 et seq.) or the Export Administration Act of 1979, as amended (Title 50, U.S.C., App. 2401, et seq.). Violations of these export laws are subject to severe criminal penalties. Dissemination is in accordance with provisions of OPNAVINST 5510.161, and DoD Directive 5230.25.

(14) The Recipient agrees that these are Unclassified/Limited Distribution documents and they shall be handled using the same standard as "For Official Use Only (FOUO)" material, and will be destroyed by any method that will prevent disclosure of contents or reconstruction of the document pursuant to DOD Directive 5230.24.

Recipient's Company Name _____

Authorized Representative's typed name _____

_____ _____

(Authorized Representative's signature) Date

Name of Contractor's Primary Point of Contact _____

Phone Number _____

E-mail Address _____

Joint Certification Program Number
(Obtain through http://www.dlis.dla.mil/jcp) _____

Cage Code _____

DUNS number _____

Representatives accessing technical Data:

1) Name of Point of Contract / Title _____

E-mail address / Phone Number _____

2) Name of Point of Contract / Title _____

E-mail address / Phone Number _____