



## INDIVIDUAL NON-DISCLOSURE STATEMENT

1. I hereby agree that I shall keep private and not publish, use or disclose to any other individual or entity, either directly or indirectly, Protected Information, except that I may:
  - (a) Make use of such information to the extent necessary in the performance of my duties, as required under the Standard Reinsurance Agreement, and in accordance with applicable procedures issued by the Risk Management Agency;
  - (b) Disclose Protected Information to only employees or contractors of the approved insurance provider or their affiliates authorized to receive such information, and who have, after March 2, 2009, signed an Individual Non-Disclosure Statement; and
  - (c) Disclose Protected Information pursuant to a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"). Prompt notice of such Legal Requirement shall be provided to the affected policyholders prior to its disclosure so they may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement.
2. I hereby agree that I shall keep secure all electronic and hard copy Protected Information and not provide access to any person not expressly authorized by the approved insurance provider or its affiliate to receive such information.
3. I agree that my obligation to secure and not disclose any Protected Information shall continue in perpetuity, which includes the time I am employed or under contract with an approved insurance provider and after I leave such employment or are no longer under contract. I understand that I may fulfill this obligation by properly destroying Protected Information for which retention requirements have ended.
4. I certify that I will adhere to all security policies and rules provided by RMA in handling USDA information and systems.
5. I understand that violation of this agreement may result in civil and criminal penalties under the Privacy Act or section 1770c of the Food Security Act of 1985 (7 U.S.C. § 2276c).
6. For the purposes of this document:
  - "**Approved insurance provider**" means an insurance company that has entered into a Standard Reinsurance Agreement with the Federal Crop Insurance Corporation for the applicable reinsurance year, or any of its affiliates, with which I am employed, with which I have been employed or with which I have contracted to provide services in the administration, sales or servicing of crop insurance policies reinsured by the FCIC.
  - "**Protected Information**" means any Personally Identifiable Information about a policyholder, or information about the policyholder's farming operation or insurance policy, acquired from the policyholder, USDA, the Comprehensive Information Management System, or the policyholder's previous or current approved insurance provider or agent that is protected from disclosure by the Privacy Act, section 502(c) of the Federal Crop Insurance Act (Act), or any other applicable statute. This includes all hard copy or electronic information.
  - "**Personally Identifiable Information**" means any information about an individual maintained by an Agency, including but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.
  - "**RMA**" means the Risk Management Agency, which operates the Federal crop insurance program on behalf of the Federal Crop Insurance Corporation.
  - "**USDA**" includes the Risk Management Agency, Farm Service Agency, and any other agency within the United States Department of Agriculture.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title or Position: \_\_\_\_\_

Name of affiliate or contractor, if applicable: \_\_\_\_\_