

Clause 1-1: Privacy Protection (October 2014)

Description

In addition to other provisions of this contract, the supplier agrees to the following:

- a. **Privacy Act** — If the supplier operates a system of records on behalf of the Postal Service, the Privacy Act (5 U.S.C. 522a), the Postal Service regulations at 39 CFR Parts 266–267, and Handbook AS-353, *Guide to Privacy, the Freedom of Information Act*, and Records Management and Appendix, apply to those records. The supplier is considered to operate a system of records if it maintains records (including collecting, using, revising, deleting, or disseminating records) from which information is retrieved by the name of an individual or by some number, symbol, or other identifier assigned to the individual. The supplier must comply with the Act and the Postal Service regulations and Handbook AS-353 in designing, developing, managing, and operating the system of records, including ensuring that records are current and accurate for their intended use, and incorporating adequate safeguards to prevent misuse or improper disclosure of personal information. Violations of the Act may subject the violator to criminal penalties.
- b. **Information Pertaining to Individuals (“Personal Information”)** — If the supplier has access to Postal Service information pertaining to individuals (e.g. customer or employee information), including address information, whether collected online or offline by the Postal Service or by a supplier acting on its behalf, the supplier must comply with the following:
 1. **General** — With regard to the Postal Service customer information to which it has access pursuant to this contract, the supplier has that access as an agent of the Postal Service and must adhere to its official Privacy Policy at <http://usps.com/privacypolicy>.
 2. **Use, Ownership, and Nondisclosure** — The supplier may use Postal Service Personal Information solely for the purposes of this contract, and may not collect or use such information for non-Postal Service marketing, promotion, or any other purpose without the prior written approval of the contracting officer. The supplier may not maintain, access, or store (including archival back-ups) any Personal Information data outside the United States. The supplier must restrict access to such information to those employees who need the information to perform work under this contract, and must ensure that each such employee (including subcontractors’ employees) sign a nondisclosure agreement, in a form suitable to the contracting officer, prior to being granted access to the information. The Postal Service retains sole ownership and rights to its Personal Information. Unless the contract states otherwise, upon completion of the contract the supplier must turn over all Postal Service Personal Information and any copies of the information, in any form the Personal Information or copies may exist, in its possession to the Postal Service. In addition, the supplier must certify that no Postal Service Personal Information and, if applicable, copies, have been retained unless otherwise authorized in writing by the contracting officer. If so required elsewhere in this contract, the information or copies must be destroyed by the supplier and the supplier must certify to the contracting officer that such destruction has taken place.
 3. **Security Plan** — When applicable, and unless waived in writing by the contracting officer, the supplier must work with the Postal Service to develop and implement a security plan that addresses the protection of Personal Information. The plan will be incorporated into the contract and followed by the supplier, and must, at a minimum, address notification to the Postal Service of any security breach. If the contract does not include a security plan at the time of contract award, it must be added within 60 days after contract award.
 4. **Breach Notification** — If there is any actual or suspected breach of any nature in the security of Postal Service data, including Personal Information, the supplier must notify the contracting officer and the Postal Service’s Chief Privacy Officer as soon as practicable but no later than 24 hours following the detection of a suspected or

confirmed breach. The supplier will be required to follow Postal Service policies regarding breach notification to customers and/or employees.

5. **Legal Demands for Information** — If a legal demand is made for Postal Service Personal Information (such as by subpoena), the supplier must immediately notify the contracting officer and follow the applicable requirements in 39 CFR, sections 265.11 and 265.12. After notification, the Postal Service will determine whether and to what extent to comply with the legal demand. Should the Postal Service agree to or unsuccessfully resist a legal demand, the supplier may, with the written permission of the contracting officer, release the information specifically demanded.
- c. **Online Assistance** — If the supplier assists in the design, development, or operation of a Postal Service customer Web site, or if it designs or places an ad banner, button, or link on a Postal Service Web site or any Web site on the Postal Service's behalf, the supplier must comply with the limitations set forth in the Official Postal Service Privacy Policy (see b.1, above). Exceptions to these limitations require the prior written approval of the contracting officer and the Postal Service's Chief Privacy Officer.
- d. **Marketing E-Mail** — If the supplier assists the Postal Service in conducting a marketing e-mail campaign, the supplier does so as an agent of the Postal Service and must adhere to the Postal Service policies set out in Postal Service Management Instruction AS-350-2004-4, *Marketing E-mail*. Suppliers wishing to conduct marketing email campaigns to postal employees must first obtain the prior written approval of the contracting officer.
- e. **Audits** — The Postal Service may audit the supplier's compliance with the requirements of this clause, including through the use of online compliance software.
- f. **Indemnification** — The supplier will indemnify the Postal Service against all liability (including costs and fees) for damages arising out of violations of this clause.
- g. **Flow-down** — The supplier will flow this clause down to any and all subcontractors.