

paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to confidential information.

(End of clause)

#### **1852.237-73 Release of Confidential Information.**

As prescribed in 1837.203-72(b), insert the following clause:

#### **RELEASE OF CONFIDENTIAL INFORMATION (XX/XX)**

(a) As used in this clause, "confidential information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, may embody trade secrets or commercial or financial information, and that may be confidential or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the services of various contractors. To perform these services, contractors, as well as their subcontractors and their individual employees, may need access to confidential information submitted by the Contractor under this contract.

(c)(1) The Contractor shall mark or otherwise identify any confidential information submitted in support of this proposal or in performing this contract. The Contracting Officer will evaluate the Contractor's claim to have submitted "confidential information," as defined above, in deciding whether NASA and its service contractors must protect and safeguard the information in accordance with the clause at 1852.237-72, Access to Confidential Information. Unless the Contracting Officer decides to challenge the Contractor's "confidential information" marking, NASA and its service contractors and their employees shall apply all of the conditions and safeguards listed in the clause at 1852.237-72.

(2) For information already in NASA's possession, the Contracting Officer shall attempt to identify the owner and afford that entity a reasonable opportunity to assert confidentiality in accordance with the principles and criteria delineated in the FAR. For purposes of asserting confidentiality, the parties may agree to use the procedures delineated in the clause at FAR 52.227-14 as a guide.

(d) Any entity that receives access to confidential information needed to assist NASA in accomplishing management activities and administrative functions must be operating under a contract that contains the clause at 1852.237-72, Access to Confidential Information. This clause obligates the receiving entity to do the following:

(1) Comply with all procedures and obligations specified in its contract, including the Organizational Conflict of Interest Avoidance Plan, which the Contracting Officer has approved and incorporated into its contract.

(2) Utilize any confidential information coming into its possession only for the purposes of performing the services specified in its contract.

(3) Safeguard confidential information coming into its possession from unauthorized use and disclosure.

(4) Allow access to confidential information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of confidential information to persons and entities outside of the contractor's organization.

(6) Train employees who may require access to confidential information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain an express, binding written agreement from each employee who receives access to confidential information to protect it from unauthorized use or disclosure and to utilize it only for the purposes of performing the contract.

(8) Establish a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the receiving entity will have primary operational responsibility for an information technology system for NASA that contains confidential information, the entity's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the receiving entity to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Receiving entity personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for all. The Contracting Officer may allow the receiving entity to conduct its own screening, provided this entity employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of confidential information.

(End of clause)

[FR Doc. 03-29930 Filed 12-4-03; 8:45 am]

**BILLING CODE 7510-01-U**

## **DEPARTMENT OF COMMERCE**

### **National Oceanic and Atmospheric Administration**

#### **50 CFR Part 660**

[Docket No. 031125288-3288-01; I.D. 110303A]

**RIN 0648-AR35**

### **Fisheries Off West Coast States and in the Western Pacific; Pacific Coast Groundfish Fishery; Amendment 16-2**

**AGENCY:** National Marine Fisheries Service (NMFS), National Oceanic and Atmospheric Administration (NOAA), Commerce.

**ACTION:** Proposed rule; request for comments.

**SUMMARY:** NMFS issues this proposed rule to implement Amendment 16-2 to the Pacific Coast Groundfish Fishery Management Plan (FMP). Amendment 16-2 amends the FMP to include overfished species rebuilding plans for lingcod, canary rockfish, darkblotched rockfish, and Pacific ocean perch (POP) within the FMP. Amendment 16-2 is intended to address the requirements of the Magnuson-Stevens Fishery Conservation and Management Act (Magnuson-Stevens Act) to protect and rebuild overfished species managed under a Federal FMP. Amendment 16-2 is also intended to partially respond to a Court order, in which NMFS was ordered to provide Pacific Coast groundfish rebuilding plans as FMPs, FMP amendments, or regulations, per the Magnuson-Stevens Act.

**DATES:** Comments must be submitted in writing by January 5, 2004.

**ADDRESSES:** Comments on Amendment 16-2 or supporting documents should be sent to D. Robert Lohn, Administrator, Northwest Region, NMFS, Sand Point Way NE., BIN C15700, Seattle, WA 98115-0070. Attn: Becky Renko.

Copies of Amendment 16-2 and its associated environmental impact statement/regulatory impact analysis/initial regulatory flexibility analysis (EIS/RIR/IRFA) are available from Donald McIsaac, Executive Director, Pacific Fishery Management Council, 7700 NE Ambassador Place, Portland, OR 97220, phone: 503-820-2280.

**FOR FURTHER INFORMATION CONTACT:** Becky Renko (Northwest Region, NMFS), phone: 206-526-6150; fax: 206-526-6736 and; e-mail: becky.renko@noaa.gov.

**SUPPLEMENTARY INFORMATION:**