

NONDISCLOSURE AGREEMENT

Date

SUBJECT: IBM Employee Non-Disclosure Agreement

I hereby acknowledge that the U.S. Government or IBM either has or will give me access to confidential, non-public information pertaining to USAID under the Strategic Planning Support Services or the USAID O&M Task Order.

I understand that this information is confidential and proprietary to the U.S. Government and/or IBM and may not be divulged to anyone (including other IBM Employees, my IBM management, my spouse or domestic partner and family members) outside of the U.S. Government. I agree to treat this information as U.S. Government Confidential and Proprietary Information until such time as the U.S. Government publicly discloses such information.

I am thoroughly familiar with IBM's policies concerning confidential and proprietary information and certify that I am familiar with the Mitigation Plan related to the Contract and understand its contents. I further understand that if I fail to adhere to this Plan, if I make any unauthorized disclosure, or if I breach any of the understandings set out in this document, I may be subject to discipline, including dismissal, and/or lawsuit from IBM or other third parties.

Signature



Date 6/2/15

Name

A'nejah Daniels

To the extent I have received information that is confidential and proprietary to the U.S. Government and/or IBM pertaining Strategic Planning Support Services Contract or the USAID O&M Task Order, I hereby represent that, as of the date indicated above, I have not disclosed this information to anyone (including other IBM employees, my IBM management, my spouse or domestic partner and family members) outside of the U.S. Government unless they have executed a comparable nondisclosure agreement.

The information contained herein is provided to identify and evaluate potential OCIs as early as possible in the procurement process. Once you have read the enclosed information on the following pages, **answer the following questions and if the answer to any of the questions is "yes", the opportunity owners should come and discuss with your IBM Program Manager and/or IBM Legal representative.**

	Yes	No
Are we providing systems engineering and technical direction? (as defined above)	<u>X</u>	
Are we involved in the preparation of specifications, work statements or evaluation criteria for a procurement or other deliverables that will directly, predictably, and without delay become part of a future acquisition?		<u>X</u>
Are we providing evaluation services where we assess the performance of other contractors, or of our own work products or services?	<u>X</u>	
Are we obtaining access to proprietary information or other non-public information?	<u>X</u>	

Strategic Planning Support Services contract & O&M Task Order

IBM is currently providing services under the Strategic Planning Support Services eGlobalTech contract as well as the USAID O&M Task Order. In performing our scope of work, the IBM team members may be exposed to information relative to USAID IT Systems and/or future solicitations. Some of this information is Non-Public U.S. Government Information (UGI) which must not be disclosed to anyone outside of Program team-as described in the Non-Disclosure Agreements signed by personnel.

In addition, the overall scope of the eGlobalTech Strategic Planning Support services contract includes evaluation services. In the event IBM is requested by eGlobalTech or USAID, to participate in Evaluation Services scope, we must recuse ourselves immediately.

I am thoroughly familiar with IBM's policies concerning confidential and proprietary information and certify that I am familiar with the Mitigation Plan and understand its contents. I further understand that if I fail to adhere to this Plan, if I make any unauthorized disclosure, or if I breach any of the understandings set out in this document, I may be subject to discipline, including dismissal, and/or lawsuit from IBM or other third parties.

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