

**NON-DISCLOSURE AGREEMENT
FOR CONTRACTOR EMPLOYEES**

Note: This Non-Disclosure Agreement is a standard agreement designed for use by contractor (including subcontractor) employees assigned to support the below identified contract/order. Its use is designed to protect non-public government information from disclosure and prevent violations of federal statutes and regulations. The restrictions contained in this agreement also serve contractors by promoting compliant behavior that keeps contractors eligible to compete for government contracts. In addition to the potential impact on future business opportunities, failure to abide by this agreement could result in administrative, civil or criminal penalties, including monetary fines and/or imprisonment as specified by statute or regulation.

1. I, _____ currently an employee of _____, do hereby attest that:

- a) I will have access to confidential business information (including the types of information described within 18 USC 1905), contractor bid or proposal information (as defined by FAR 3.104-1), and/or source selection information (as defined by FAR 2.101) either in connection with the performance of my contractual duties or as a result of working in a Government facility near Government personnel and other contractors.
- b) Such information is sensitive and must be protected in accordance with 41 US federal law and regulation, including 41 U.S. Code Section 423, 18 U.S. Code Section 1905, as applicable, and FAR Part 3.
- c) I shall immediately disclose to a Government agency ethics official any potential conflict of interest, real or otherwise, which comes to my attention at any time after executing this Agreement...

2. In the course of performing contract/order # _____, I hereby agree that:

- a) I will use only for Government purpose any and all confidential business information, contractor bid or proposal information, and/or source selection sensitive information to which I am given access.
- b) I will not disclose by any means "non-public information" (in whole or in part, alone or in combination with other information, directly or indirectly or derivatively) to any person except to a U.S. Government official with a need to know or to a non-Government person (including, but not limited to, a person in my company, affiliated companies, subcontractors, etc.) who has a need to know related to the immediate contract/order under which he/she is supporting, has executed a valid form of this non-disclosure agreement, and receives prior clearance by the contracting officer..
- c) "Non-public information", as used herein, includes trade secrets, confidential or proprietary business information (as described for Government employees in 18 USC 1905); advance procurement information (future requirements, acquisition strategies, statements of work, budget/program/planning data, etc.); source selection information (proposal rankings, source selection plans, contractor bid or proposal information); information protected by the Privacy Act (social security numbers, home addresses, etc.); sensitive information protected from release under the Freedom of Information Act (pre-decisional deliberations, litigation materials, privileged material, etc.); and information that has not been released to the general public or has not been authorized for such release.
- d) I will not use such information for any non-Governmental purposes, including, but not limited to, the preparation of bids or proposals, or the development or execution of other business or commercial ventures.
- e) I will store such information in such a manner as to prevent inadvertent disclosure or release to individuals who have not been authorized access to it.

3. I understand that I must never make an unauthorized disclosure or use of confidential business information, contractor bid or proposal information, and/or source selection sensitive information unless:
 - a) The information has otherwise been made available without restriction to the general public; or
 - b) The contracting officer determines that such information is not subject to protection from release.
4. I agree that I shall not seek access to "non-public information" beyond that required for the performance of the services I am employed to perform. I agree that when I seek access to such information or attend meetings or communicate with other parties about such information, I will identify myself as a contractor. Should I become aware of any improper or unintentional release or disclosure of "non-public information", I will immediately report same to the contracting officer in writing. I agree that I will return to the control of the Government all forms of "non-public information" (including copies or reproduction of original documents) provided to me in the course of performing my official duties when my duties no longer require this information.
5. Because the Government expects unbiased judgment and recommendations from contractors performing work under its contracts and orders, I agree to advise the Contracting Officer of any actual or potential personal conflicts of interest I may have related to any work I perform under this contract/order with the government. Personal conflicts of interest include any matter in which I or my spouse, minor child, or household member has a financial interest. A financial interest is any interest in, or affiliation with, a prime contractor, subcontractor to a prime contractor, any offerors, or any prospective subcontractor to any offeror for the program, contract, or other matter for which I am performing a support task under this contract. The financial interest can take the form of any ownership interest (including but not limited to: stock; ownership of bonds; vested or unvested retirement benefits; a loan or other financial arrangement that is other than an arm's-length transaction; employment, or an arrangement concerning prospective employment including negotiations therefore; or any non arm's length loan, any gift from or other non arm's length financial arrangement with any person who is directly communicating with the government on behalf of the prime contractor, subcontractor, or any prospective subcontractor or offeror). With respect to conflict of interest disclosures required under this agreement, a financial interest in, or affiliation with, the prime contractor that is my employer under this contract does not have to be disclosed to the Contracting Officer. If any potential conflicts of interest, real or otherwise, do present themselves, then I shall immediately disclose the pertinent information to the Contracting Officer.
6. I am aware that unauthorized disclosure of this information could damage the future integrity of the Government and that the transmission or revelation of such information to unauthorized personnel could subject me to prosecution under the Procurement Integrity Laws or under other applicable laws including administrative, civil or criminal penalties, such as monetary fines and/or imprisonment as specified by statute or regulation.

By signing below, I certify that I have read and understand the terms of this Non-Disclosure Agreement and voluntarily agree to be bound by its terms.

Signature of Employee

Date

Printed Employee Name

Date