

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT ("Agreement") is entered into as of ____ [date] ____, by and between (name of entity) and the United States Department of Commerce ("Commerce").

WHEREAS, (name of entity) is providing information it deems proprietary to Commerce for an official purpose of Commerce,

and in consideration of the foregoing, the parties agree:

1. (Name of Entity) acknowledges and agrees that:
 - (a) the Data it deems to be proprietary has been identified and marked by (name of entity) as proprietary;
 - (b) (Name of Entity) has informed Commerce that it derives significant economic value from this Proprietary Data, not being generally known to (name of entity's) competitors;
 - (c) (Name of Entity) has informed Commerce that any disclosure or unauthorized use of the (name of entity) Proprietary Data could cause harm and loss to (name of entity).
2. Commerce acknowledges and agrees:
 - (a) to disclose the (name of entity) data marked as proprietary only to those of its employees with a need to know and to protect the data to the extent permitted by law;
 - (b) to not disclose, reveal, report, publish or transfer, directly or indirectly, any of the (name of entity) Proprietary Data to any other person or entity, or allow any third-Party access to the (name of entity) Proprietary Data to the extent permitted by law.
3. This agreement is made under and shall be governed by the laws of the United States. This Agreement may be amended by written agreement signed by both Parties hereto.
4. This Agreement may be terminated immediately by either party upon written notification to the other party. Such termination shall not affect Commerce's duties with respect to proprietary information provided by (name of entity) prior to termination.
5. This Agreement imposes no obligation upon Commerce with respect to information that:
 - (a) was in Commerce's possession before receipt from (name of entity);
 - (b) is or becomes a matter of public knowledge;
 - (c) is received by Commerce from a third party without a duty of confidentiality;
 - (d) is disclosed by (name of entity) to a third party without a duty of confidentiality on the third party;
 - (e) is disclosed by Commerce with (name of entity's) prior written approval;
 - (f) is required by law to be disclosed.

6. As required by 5 U.S.C. § 2302(b)(13) and the annual Appropriations Act, these provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.
7. This Agreement shall not be construed to prohibit or restrict an employee or applicant for employment from disclosing to Congress, the Special Counsel, the Inspector General of an agency, or any other agency component responsible for internal investigation or review any information that relates to any violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or any other whistleblower protection.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto, as of the day and year first above written.

US Department of Commerce

By (signature): _____

Name (print): _____

Title: _____

Date: _____

(Name of Entity)

By (signature): _____

Name (print): _____

Title: _____

Date: _____