

Attachment G
NON DISCLOSURE / NON-USE AGREEMENT

Non-Disclosure Agreement for Contractor Employees and Subcontractors

I, _____, am an employee of or a subcontractor to [Company Name], a Contractor acting under contract to the [Name of TMA Directorate] under Prime Contract No. _____. I understand that in the performance of this task, I may have access to sensitive or proprietary business, technical, financial, and/or source selection information belonging to the Government or other Contractors. This information includes, but is not limited to, cost/ pricing data; Government spend plan data; Planning, Programming, Budgeting and Execution (PPBE) documents and information, as defined in DoD Directive 7045.14; Contractor technical quote data; independent government cost estimates; negotiation strategies and Contractor data presented in negotiations; contracting plans and statements of work. I agree not to use, discuss, divulge, or disclose any such information or data to any person or entity except those persons directly concerned with the use or performance of this delivery order. I have been advised that the unauthorized disclosure, use or negligent handling of the information by me could cause irreparable injury to the owner of the information. The injury could be source sensitive procurement information of the government or proprietary/trade secret information of another company.

I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this agreement. Court costs and reasonable attorney fees incurred by the United States Government may be assessed against me if I lose such action. I understand that another company might file a separate claim against me if I have misused its proprietary information.

In the event that I seek other employment, I will reveal to any prospective employer the continuing obligation in this agreement *prior* to accepting any employment offer.

The obligations imposed herein do not extend to information/data which is:

- a. in the public domain at the time of receipt or it came into the public domain thereafter through no act of mine;
- b. disclosed with the prior written approval of the TMA designated Contracting Officer;
- c. demonstrated to have been developed by [Company Name], or me independently of disclosures made hereunder;
- d. disclosed pursuant to court order, after notification to the TMA designated Contracting Officer;
- e. disclosed inadvertently despite the exercise of the same reasonable degree of care a party normally uses to protect its own proprietary information.

I have read this agreement carefully and my questions, if any, have been answered to my satisfaction.

(Printed Name of Employee or Subcontractor)

Date

(Signature)

Organization

(Signature of Corporate Official)

Date

(Printed Name of Corporate Official)

(Printed Title –Task Manager or higher)

