Contractor Non-Disclosure Agreement

I,_____, (hereinafter RECIPIENT), an employee of a Contractor providing support services to the Defense Logistics Agency (DLA) and likely to have access to nonpublic information, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivering support services to the DLA under EVSE Maintenance (RFP SP4705-26-R-0004). WHEREAS it is the intention of the DLA to protect and prevent access to and disclosure of nonpublic information, including but not limited to Planning, Programming, Budgeting and Execution (PPBE) information, Controlled Unclassified Information (CUI) information, Source Selection Information, Proprietary information to anyone other than employees of the United States Government and others who have a need to know, unless so authorized by the Contracting Officer's Representative; and

WHEREAS the DLA acknowledges that RECIPIENT will have or require access to such nonpublic information in the course of delivering the contract services; and therefore,

WHEREAS RECIPIENT will be given or otherwise have access to nonpublic information while providing such services; and finally,

WHEREAS "nonpublic information" includes such information as PPBE information, proprietary information (e.g., information submitted by a contractor marked as proprietary), advance procurement information (e.g., future requirements, statements of work, and acquisition strategies), source selection information (e.g., bids before made public, source selection plans, and rankings of proposals), trade secrets, CUI, and other confidential business information (e.g., confidential business information submitted by a contractor), attorney work product, information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers), and other sensitive information that would not be released by the Defense Logistics Agency (DLA) under the Freedom of Information Act (e.g. PPBE data);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information from Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support

services, and will not use or disclose the information for any personal or other commercial purpose; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the Contracting Officer's Representative in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, upon RECIPIENT leaving the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT to administrative, civil or criminal remedies, as may be authorized by law.

****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 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.****

SIGNATURE: _____

DATE: _____

PRINTED NAME _____

TITLE _____

EMPLOYER _____