Use and Non-Disclosure Agreement (NDA)
For Government Technical Data

The Government agrees to provide _____(hereinafter the "Offeror") access to technical data, computer software, or both relating to USNS HENRY J. KAISER (T-AO 187), (hereinafter the "Data") that is subject to the controls and limitation set forth in the DoDI 5230.24 of 23 August 2012 (Subj: Distribution Statements on Technical Documents), and, if also classified as "controlled unclassified information," in the DoD-M 5200.01-V4 of 24 February 2012.

The Offeror agrees to:

(1) Have a corporate principal responsible for ensuring compliance with the below terms execute this NDA.

(2) Use the Data only in the preparation of the Offeror's proposal in response to solicitation N3220526R6024 and, if awarded the work, in the performance of the resulting contract.

(3) Comply with the restrictions on dissemination set forth in the Distribution Statement.

(4) Comply with all export controls and regulations applicable to the Data.

(5) Establish organizational controls designed to control access to the Data and to prevent disclosure of the Data to other than the authorized representatives of the Offeror; said controls to be subject to audit and inspection by the Contracting Officer and/or his designee.

(6) Not copy, release, reproduce, duplicate, transmit, distribute, or otherwise make the Data in any form whatsoever, including in the form of electronic documents posted to a website, available to any person not an authorized representative of the Offeror subject to organizational controls on the data, unless otherwise authorized in writing by the Contracting Officer.

(7) Identify the vendor(s)/subcontractor(s) by name and address and provide the name and contact information for the corporate principal of each vendor/subcontractor who will sign the flow-down NDA on behalf of the vendor's/subcontractor's officers, employees, agents, and representatives.

(8) Assure that disclosure of Data to any third party or subcontractor is subject to a Non-Disclosure Agreement executed by a Corporate Principal, similar in all material respects to this one.

(9) Return or destroy by shredding the Data (and any and all copies of the Data) upon notice of award of the contract to another entity or, if awarded the contract, upon completion of the work. If the data is destroyed the Offeror will so certify in writing to the Contracting Officer within 30 days of award or completion of the work as applicable.

(10) Cooperate and assist the Government in efforts undertaken to recover or destroy Data or information therefrom released or distributed without authority and reimburse the Government for any costs or damages incurred as a result of an unauthorized disclosure or release by Offeror or by any officer, employee, agent, or representative of Offeror or of any subcontractor or affiliate of Offeror without the express authorization of the Contracting Officer, including but not limited to the cost of efforts to recover or destroy improperly released information.

Offeror's Legal Name _____

Business Cage Code_____ E-mail _____

Address_____

By_____ _____
Authorized Representative Date

Insert, if applicable, the name and address of each vendor(s)/subcontractor(s) including the name and contact information of its corporate principal who will sign a flow-down NDA on behalf of the vendor's/subcontractor's officers, employees, agents and representatives:

1.

2.

3.

4.