

## NON-DISCLOSURE AGREEMENT

The undersigned individual, \_\_\_\_\_, agrees, both in his personal capacity and as an employee of \_\_\_\_\_, as follows:

### **BACKGROUND**

1. *(Describe the RFP or BAA, including but not limited to the following information: the name of the program supported by the RFP or BAA, and the date the RFP or BAA was issued. Delete these instructions afterwards.)*
  
2. Proposals submitted in response to the aforementioned RFP or BAA may result in the submission of proprietary technical and commercial information. Government personnel will perform the evaluation of the proposals. However, the undersigned contractor employee will be utilized to support the program office, and as such, will require access to this proprietary information. Much of the information in these documents will be source selection information, subject to the Procurement Integrity Act, and it would be improper for any of that information to be released to the general public or others without a Government-recognized need to know. Care must be taken to avoid the release of a company's proprietary data or ideas embodied in the proposals submitted. Thus it is important that the undersigned contractor employee honor the proprietary and sensitive nature of the information and agree not to disclose any of it to an outside party and not utilize any of it except as needed to assist the Government in executing the - \_\_\_\_\_ program.
  
3. The Government has need of the undersigned contractor employee to provide program support and/or advice on the \_\_\_\_\_ program.

### **AGREEMENT**

1. The undersigned agrees that any proprietary information received in the course of assisting the Government in executing the \_\_\_\_\_ program will not be disclosed to any outside party without the expressed written permission of ONR. In the event that an unauthorized disclosure is made, the undersigned contractor employee and the employing company shall assume full legal and financial responsibility for the unauthorized disclosure. The undersigned recognize that any unauthorized disclosure of proprietary information may result in a civil action by the owner of that information against the party or parties that released the information.
  
2. The undersigned acknowledge that the owner of the proprietary information disclosed stands as an intended third-party beneficiary of this non-disclosure agreement. The undersigned agree that in the event of an unauthorized disclosure, the owner of the information may seek legal recovery under this non-disclosure agreement, even though the information owner is not a formal party to the agreement. Legal redress may also be sought in the event sensitive, proprietary information is improperly released.

FOR THESE REASONS, the undersigned agrees on his/her own behalf and on behalf of his employer likewise agrees to protect, respect and not disclose the proprietary information that may be provided to the undersigned, as part of the assistance the undersigned will provide to ONR in the execution of the \_\_\_\_\_ program.

**Contractor Employee:**

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**Concurrence by the Employer:**

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_