

**NON-DISCLOSURE AGREEMENT FOR CONTRACTOR  
EMPLOYEES AND THEIR 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. \_\_\_\_\_,  
through Delivery Order \_\_\_\_\_.

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. Proprietary information includes, but is not limited to, cost/pricing data, Government spend plan data, contractor technical proposal data, independent government cost estimates, negotiation strategies and contractor data presented in negotiations, contracting plans, and statements of work. I agree not to discuss, divulge, or disclose any such information or data to any person or entity except those persons directly concerned with the 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.

As used in this agreement, sensitive information is an overarching term that includes, but is not limited to, sensitive but unclassified (SBU) information/data, Protected Health Information (PHI), For Official Use Only (FOUO), and Privacy Information (PI). This includes information in routine DoD payroll, finance, logistics, inventory, and personnel management systems. The loss of, misuse of, or unauthorized access to or modification of this information could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, as amended, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of the information to which I am granted access as cited in the Agreement and in accordance with the guidance provided to me relative to the specific category of information.

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.

Proprietary information/data will be handled in accordance with Government regulations. This agreement shall continue for a term of three (3) years from the date upon which I last have access to the information there from.

Sensitive information/data will be handled in accordance with Government regulations. The Statute of Limitation is indefinite for the unauthorized release of sensitive 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:

- a) is in the public domain at the time of receipt, or it came into the public domain thereafter through no act of mine;
- b) is disclosed with the prior written approval of the TMA designated Contracting Officer;
- c) is demonstrated to have been developed by \_\_\_\_\_ (*Company Name*), or me independently of disclosures made hereunder;
- d) is disclosed pursuant to court order, after notification to the TMA designated Contracting Officer;
- e) is 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 of Employee or Subcontractor)

\_\_\_\_\_  
Organization

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
Date