

TMA CONTRACTOR NON-DISCLOSURE AGREEMENT (“AGREEMENT”)

I, _____, am an employee of, or an employee of a subcontractor to, _____ (*Business Name*), a contractor to the TRICARE Management Activity under Contract No. _____, through Delivery Order No. (*as applicable*) _____.

I understand that, in my performance under this contract, I may have access to, or otherwise receive, 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, contractor technical proposal data, contractor trade secrets, independent government cost estimates, proposal and evaluation and source selection information, 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 contract and/or delivery order. I acknowledge that the unauthorized disclosure, use or negligent handling of the information by me could cause irreparable injury to the owner of the information.

As used in this Agreement, sensitive information is an overarching term that also includes, but is not limited to, sensitive but unclassified (SBU) information/data, Protected Health Information (PHI), For Official Use Only (FOUO) information/data, and Privacy Information (PI). This includes information in routine Department of Defense 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 aware of, and will comply with the standards for access, dissemination, handling, and safeguarding of the information to which I am granted access as cited in this 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 business entity 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 therefrom.

Sensitive information/data will be handled in accordance with Government regulations. The Statue 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 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 _____ (*Business Name*) or me independently of disclosures made hereunder; and
- d) is disclosed pursuant to court order, after notification to the TMA designated Contracting Officer;

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

(Printed Name of Employee or Subcontractor Employee) Date

(Signature of Employee or Subcontractor Employee) Business Entity

(Witness Signature) Date