

Attachment 2

CONTRACTOR NON-DISCLOSURE AGREEMENT FOR GOVERNMENT DATA AND CONFLICT OF INTEREST STATEMENT FOR SP4701-23-Q-0055

Name: _____

Job Title: _____ Company: _____

Project/Program: _____ Date: _____

1 Acknowledgment of Obligations:

1. I acknowledge I have been assigned to the project/program indicated above (the “project/program”).
2. I understand that I may be given access to information which is proprietary and/or procurement sensitive, and which belongs to the Federal Government, I have read and understand all of the requirements of Subsection 27(a) of the Office of Federal Procurement Policy Act (also known as the Procurement Integrity Act), 41 U.S.C. sections 2010-2017 and FAR 3.104 regarding unauthorized disclosure of source selection information. In addition, I understand that all information is for Government use only and may be used only in the performance of work requirements necessary to carry out my duties as they relate to this contract. I also understand the requirements of Defense Logistics Agency Instruction 6303, “For Official Use Only Material.”
3. I understand that unauthorized disclosure of proprietary information that I obtain in the performance of my duties under the above referenced contract, as it relates to this project/program could damage the integrity of this project/program and that the transmission or revelation of such information to unauthorized persons could subject me to prosecution under the Procurement Integrity Act, 41 U.S.C. Sections 2010-2017 or under other applicable laws.
4. I agree that I will not divulge, publish, or reveal by word, conduct, or any other means, such information or knowledge, except as necessary to do so in the performance of my official duties related to this project/program and in accordance with U.S. laws, unless specifically authorized in writing by an authorized representative of the United States Government.
5. I understand that the information I receive will be given only to persons specifically granted access to the project information and may not be further divulged without specific prior

written approval from the contracting officer.

6. I also understand that I must comply with the obligations and requirements contained in this Agreement at all times during the period of performance and after completion of the contact as well.
7. I shall not engage in any personal, business, or professional activity or receive or retain any direct or indirect financial interest which places me in a position of conflict between my private interest and my duties or responsibilities related to this project/program. The private interest of my spouse, dependent children, or any household members is considered as my private interest. If, at any time during this project/program, my participation might result in a real, apparent, possible, or potential conflict of interest, I will immediately report the circumstances in writing to the Contracting Officer.
8. Note: A conflict of interest can be the result of a personal financial interest in any of the business concerns involved in or interested in the project/program. The term "financial interest" includes assets owned by you, your spouse, or your dependent children such as stocks, bonds, pensions, loans, trust holdings, IRA/401K holdings, salaries, fees, consulting arrangements or commissions. "Financial interest" also includes: any position of employment with said business concerns including positions of officer, director, trustee, employee, consultant, partner or agency; and negotiations for such employment or positions.
9. As described in FAR Subpart 9.5 -- Organizational and Consultant Conflicts of Interest, if, at any time during the project, my participation might result in an actual or potential conflict of interest, I will immediately report the circumstances in writing to the Contracting Officer. This includes negotiation of employment with another contractor, whether or not it results in leaving my current position as the nature of the work to be performed on the instant contract may create an actual or potential conflict of interest on a future acquisition. If I should leave my current position, I agree to notify the Contracting Officer at least two weeks prior to my departure. I understand that these notifications are necessary so that the Contracting Officer can take appropriate actions pursuant to FAR 9.5 to avoid, neutralize, or mitigate any potential conflict of interest.
10. I understand that this non-disclosure agreement is not meant to cover any other non-disclosure agreement(s) that I, and/or my company, may need to execute with the government and/or any other private entities in accordance with DFARS 252.227-7025.
11. I understand that signing this non-disclosure agreement does not release me or my company from the indemnification and third party beneficiary rights established by DFARS 252.227-7025.

12. I take this obligation freely, without any mental reservation or purpose of evasion, in the absence of duress. I acknowledge I am bound by the terms of this Acknowledgment and applicable legal authorities.

Signature: _____