

CONTRACTOR EMPLOYEE NON-DISCLOSURE AGREEMENT

I, _____, an employee of _____, a contractor providing support services to the Defense Advanced Research Projects Agency (“DARPA”) under Contract No. _____ (“Contract”) will have access to or come in contact with “Nonpublic Information,” as described below, and acknowledge the following:

It is the intention of DARPA to protect and prevent unauthorized access to and disclosure of “Nonpublic Information,” which includes information such as: procurement sensitive information; source selection information (e.g., bids, proposals, source selection plans, and rankings of proposals); proprietary business information (e.g., information submitted by a contractor marked as proprietary); advance procurement information (e.g., future requirements, statements of work, and acquisition strategies); trade secrets; attorney work product; information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and other sensitive information that would not be released by DARPA or the U.S. Government under the Freedom of Information Act.

As a Government contractor employee, I will engage in delivering support services to DARPA under the Contract and agree to the following:

- I shall not seek access to Nonpublic Information beyond what is required for the performance of the support services contract.
- I will ensure that my status as a contractor employee is known when seeking access to and receiving Nonpublic Information from Government employees.
- I will not use or disclose Nonpublic Information for any purpose other than providing support services, and I will not use or disclose Nonpublic Information for any personal or other commercial purposes.
- If I become aware of any improper release or disclosure of Nonpublic Information, I will advise the Contracting Officer or the Contracting Officer’s Representative (COR) in writing as soon as possible.
- I will return Nonpublic Information to which I was given access, if not already properly destroyed, upon my leaving the Contract.
- I have a continuing obligation, upon my leaving the Contract, not to use, release, or disclose Nonpublic Information for any purpose without written authorization from the Contracting Officer or COR.

I acknowledge that the inadvertent disclosure or unauthorized use, release, or disclosure of Nonpublic Information would violate this Agreement, the terms of the Contract, and Federal law, regulations or policy; and could form the basis for legal action against me or against my employer by the Government or the party that provided or owns the Nonpublic Information. I further acknowledge that my violation of the terms and conditions of this Agreement may result in disciplinary action against me.

This Agreement is effective as of the date I assumed my duties at DARPA.

Signature: _____ Date: _____

Printed Name: _____ Company: _____