

## **NON-DISCLOSURE AGREEMENT**

**THIS MUTUAL NON-DISCLOSURE AGREEMENT** is made and entered into effective \_\_\_\_\_, 202\_ (the “**Effective Date**”) between:

- (1) \_\_\_\_\_ (COMPANY) whose principal place of business or registered office is at \_\_\_\_\_; and
- (2) **The United States Department of the Treasury, BUREAU OF ENGRAVING AND PRINTING (BEP)**, whose principal place of business is at **14th and C Streets, SW, Washington, DC 20228**

(individually, “**Party**” and collectively, “**Parties**”).

### **WHEREAS**

\_\_\_\_\_ and the BEP wish to enter into discussions during which it will be necessary for each party (the “**Disclosing Party**”) to disclose to the others (the “**Receiving Party**”) information of a confidential, non public, or proprietary nature (irrespective of the form of presentation or communication including, but not limited to, computer software and data, physical objects and samples) provided that any disclosure of information made in writing shall be marked confidential or with words of similar effect and that any disclosure made orally shall subsequently be reduced to writing by the Disclosing Party and marked confidential or with words of similar effect with a copy sent to the Receiving Party within 21 days of disclosure (“**Information**”). Explicitly covered is “Nonpublic Information” which means information of BEP including but not limited to Controlled Unclassified Information (“**CUI**”) handled in accordance with Executive Order 13556 and 32 C.F.R. Part 2002, which may concern BEP processes, images, designs, representations, details, drawings, or specifications about current and potential future United States currency note designs and/or features or manufacturing, developmental and/or operational processes, and any information derived therefrom with such specificity as to identify the confidential and sensitive content within, that is disclosed or made available by the BEP to a Receiving Party. It shall also mean all pre-decisional, deliberative, and/or work product information, communications, and strategies; any high or low resolution files, proofs (prints), engravings, die cards, or U.S. Government work; security arrangements and strategies of BEP; economic data; financial, statistical and personnel data; procurement sensitive information such as vendor/supplier information; law enforcement privileged information; attorney-client privileged information; personally identifiable information; third-party trade-secret information; and non-public information included in BEP’s or BEP’s Inspector General’s investigation, audit, evaluation, procurement, financial, personnel, legal or any other BEP files. Explicitly covered is also all business and/or technical information being disclosed by \_\_\_\_\_ concerning products, operations, research and development efforts, inventions, trade secrets, computer software, plans, intentions, market opportunities, processes, methods, policies, recipes, formulae, vendor and customer relationships, finances and other business operations and affairs; it shall include any copies or abstracts made of it as well as any products, samples, prototypes or parts that may contain or reveal the Information.

### **IT IS AGREED AS FOLLOWS:**

1. The term of this Agreement shall commence on the Effective Date and expire in five (5) years (the “**Term**”). The opportunity to provide Information under this Agreement may be terminated at any time upon 30 days’ written notice or immediately if any party has reason to believe that another party is in breach of any of the obligations contained herein. Such termination or any expiration shall not affect any obligation imposed by this Agreement with respect to Information received prior to such termination.
2. Any Receiving Party shall keep confidential the Information indefinitely, and shall not itself make any use of such Information for any purpose other than the purpose of the design, fabrication, installation, start-up and testing of a Hot Foil Machine to apply the BEP feature (the “**Authorized Purpose**”).
3. Any Receiving Party shall: (a) take the same care in protecting the Disclosing Party’s Information as it takes in protecting its own confidential information and in any event not less than that which a reasonable person or business would take in protecting its own confidential information; (b) other than as set forth in paragraphs 4 and 5, only disclose Information on a need-to-know basis to such of their employees who are under similar obligations of confidentiality as contained in this Agreement including, but not limited to, the use of the Information for the Authorized Purpose only; and (c) forthwith upon receipt of a written request from a Disclosing Party or upon termination:

- (i) return all Information supplied by a Disclosing Party as well as items and materials relating to or derived from the Information;
  - (ii) deliver to the Disclosing Party or at its request destroy immediately all items and materials made by the Receiving Party containing Information, that are not returned pursuant to paragraph (i) above;
  - (iii) not keep copies or duplicates of any items or materials referred to in paragraphs (i) or (ii) above, except BEP may retain Information in accordance with the Federal Records Act; and
  - (iv) provide a certificate signed by a senior officer or equivalent of the Receiving Party confirming that the provisions of this clause have been complied with.
4. Notwithstanding any other provision herein, the BEP may disclose Information to other United States Government entities, including but not limited to the staff of the U.S. Department of the Treasury, the Board of Governors of the Federal Reserve System and the U.S. Secret Service. BEP may also disclose Information to its partners, including staff of the Currency Technology Office of the Federal Reserve Bank of Richmond. Should INSERT COMPANY NAME need to disclose Information to any third party entity or individual (i.e. contractor, subcontractor, agent, etc.) it shall first seek written permission from the BEP and must execute a separate non-disclosure agreement between the INSERT COMPANY NAME and each third party entity or individual who is not an employee of the INSERT COMPANY NAME. That non-disclosure agreement shall be substantially similar to this Agreement and explicitly advises the third party entity or individual of its specific obligations to protect the Information pursuant to the terms of this Agreement subject to injunctive relief. On request, INSERT COMPANY NAME shall provide a copy of the executed non-disclosure agreement(s) to the BEP and, should the need arise, INSERT COMPANY NAME will be obligated to help enforce the terms of this Agreement on behalf of the BEP.
5. Further, a Receiving Party may disclose Information if legally compelled to do pursuant to administrative or judicial proceedings or other similar legal process or requirement of law, including, if compliance is deemed compulsory, a request or demand from a duly authorized committee of the United States Senate or House of Representatives; provided, however, that the Receiving Party shall give the Disclosing party 10 days' advance written notice of the request or requirement, unless notice is prohibited by statute, rule or court order, so that the party whose Information is at issue may seek protection against disclosure. The Receiving Party shall also be obligated to assert all reasonable and appropriate privileges or legal objections on the Disclosing Party's behalf and consent to application by the Disclosing Party to intervene in any related action for the purpose of asserting and preserving any claims of privilege or confidentiality with respect to the Disclosing Party's information.
6. This Agreement shall not apply to any Information which a Receiving Party: (a) can show is or becomes publicly available through no fault of the Receiving Party; (b) can show was in its possession prior to the date of disclosure; (c) may subsequently receive from any third party legally in possession of the Information and who was not restricted from disclosing it; or (d) can show is independently acquired by the Receiving Party as a result of work carried out by an employee, consultant or contractor of the Receiving Party to whom no disclosure of Information has been made.
7. Upon discovery of any actual or suspected compromise of, unauthorized use or disclosure, or theft of Information, the Receiving Party will immediately notify the Disclosing Party and will act to prevent any further compromise, unauthorized use or disclosure, or theft of Information.
8. Information considered "Controlled Unclassified Information" (or "CUI") must be handled in accordance with Executive Order 13556, 32 CFR 2002, and the CUI Registry (*see* Sections 2002.16(a)(5)(i) and (6)(i)). Misuse of CUI is subject to penalties established in applicable laws, regulations, or Government-wide policies (*see* Section 2002.16(a)(6)(ii)). Any non-compliance with handling requirements must be reported to the BEP representative listed below and the BEP Office of Security. CUI is also subject to additional security controls as required by Federal laws and regulations and the individual agency policies (*e.g.*, Treasury Directive 80-08 and Treasury Security Manual, Chapter III, Section 24, and the NIST Security Handling Requirements). The Receiving Party is obligated to adhere to these additional security controls regarding the processing, handling, accountability, and safeguards of Information marked or considered "Controlled Unclassified Information" or "CUI." The Parties acknowledge that some items may have previously been marked as "Sensitive But Unclassified" or "SBU." Information previously

designated by BEP as such is subject to the same protections and restrictions applicable to CUI.

9. The Parties acknowledge that all Information shared pursuant to this Agreement is the proprietary information of one or more Party and this Agreement shall not be deemed to confer or imply the grant or agreement to grant by the Disclosing Party to any Receiving Party of any of its rights under copyright, patents, trademarks, design rights or other similar rights. All Information supplied hereunder is supplied on an "as is" basis and the Disclosing Party gives no representation or warranty as to its accuracy, completeness or fitness for any purpose. The Disclosing Party shall not be liable for any loss or damage suffered by a Receiving Party as a result of the Receiving Party's use of the Information.
10. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by any party. All additions or modifications to this Agreement must be made in writing and must be signed by all Parties.
11. This Agreement shall be governed by and construed in accordance with the federal laws of the United States and, in the absence of controlling federal laws, in accordance with the laws of the District of Columbia, without regard to any conflict of laws principles thereof. If any provision of this Agreement shall be or become illegal or unenforceable in whole or in part the remaining provisions shall nevertheless be valid, binding and enforceable.
12. Each Party agrees that its obligations provided in this Agreement are necessary and reasonable in order to protect the Disclosing Party, and each Party expressly agrees that monetary damages may be inadequate to compensate the Disclosing Party for any breach by the Receiving Party of its covenants and agreements set forth in this Agreement. Accordingly, each Party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Disclosing Party may be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Receiving Party.
13. The Parties shall not use the name or insignia of the other Parties (including with respect to the BEP, the name or insignia of the U.S. Department of the Treasury) or any variation or adaptation thereof, for any commercial, advertisement, promotional or endorsement purposes, unless the Party seeking to use another Party's name or insignia has obtained the prior written consent of that Party's authorized representative.
14. These provisions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by existing statute or Executive Order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this Agreement and are controlling.
15. Notices shall be delivered personally, by prepaid first class mail, by e-mail, or transmitted by facsimile to the pertinent program office and parties at such address or number as the parties shall specify from time to time.
16. This Agreement contains the entire understanding relative to the protection of the Information covered by this Agreement, is executed by authorized representatives of each party and supersedes all prior and collateral communications, reports and understandings, if any, between the parties regarding the Information.

IN WITNESS WHEREOF, the parties have executed this Agreement by the duly authorized representatives of each party on the respective dates entered below.

For and on behalf of

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

For and on behalf of  
**BUREAU OF ENGRAVING AND PRINTING**

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_