

**Non-Disclosure Agreement—Contractor Employee  
Missile Defense Agency  
HQ0858-20-C-0008 Section J, Attachment 06**

**Non-Disclosure Agreement—Contractor Employee  
Missile Defense Agency**

Name: \_\_\_\_\_ Company: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Job Title: \_\_\_\_\_

MDA Organization Supported: \_\_\_\_\_ Phone: \_\_\_\_\_

1. I certify that I am familiar with and will abide by the requirements of Federal Acquisition Regulation (FAR) on Procurement Integrity, FAR 3.104, and particularly with respect to my and the government's responsibilities to provide impartial, fair, and equitable treatment of contractors and to protect contractor proprietary and source selection information. **I am also familiar with requirements to safeguard information within possession of the U.S. Government and protect against authorized disclosure pursuant to 18 U.S. Code Section 641 (public property or records), 793 (gathering, transmitting or losing defense information). These statutes impose criminal penalties including imprisonment and fines on persons who without legal authority disclose government information. I understand the government information I must safeguard includes, but is not limited to the following: Classified (Top Secret, Secret, Confidential), For Official Use Only (FOUO), source selection sensitive, Planning, Programming and Budgeting Execution (PPBE) and Privacy Act information.**

2. I understand that the Procurement Integrity Act, 41 U.S.C. §2101-2107 Prohibitions on disclosing and obtaining procurement information and 18 U.S.C. §1832 (Theft of Trade Secrets) prohibit current and former federal employees, and contractor employees supporting agency acquisition matters, from disclosing source selection information, contractor bid or proposal information, and contractor proprietary data except as authorized by law. **I understand that improper disclosure of protected information may result in individual criminal penalties to include up to 5 years imprisonment and civil penalties to include a fine up to \$50,000.00 for each violation along with individual and organizational suspension or debarment.** As a separate civil law matter, I also understand a civil legal suit may be brought by a third party against me in my personal capacity for damages of improper disclosure of third party proprietary data, trade secrets, Privacy Act information, etc., for which I would face attorney representation at my own expense and understand I would be personally liable for any Court judgment and damages if a verdict is issued against me.

3. I understand that, in the course of the performance of my responsibilities as a contractor employee in support of Missile Defense Agency (MDA), I may obtain access to sensitive information. This information can include, but is not limited to: procurement sensitive information (to include acquisition planning requirements and strategy and statements of work); proprietary information (to include but not limited to other contractor labor rates or other proposal information); source selection information; and budgetary and financial information (to include but not limited to Planning, Programming, Budgeting and Execution System (PPBES) Data). Such information may also include For Official Use Only information, and may be specifically exempt or protected from disclosure by the Freedom of Information Act, the Privacy Act, the Procurement Integrity Act, and other legislation.

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- a. I agree that I will not disclose sensitive information outside MDA without the approval of the appropriate contracting officer. I additionally agree that I will not disclose to or discuss such information with agency personnel or other agency supporting contractors except on a need-to-know basis.
- b. I understand that if I should obtain access to proprietary information of other companies, I will not discuss or disclose such information to my employer under any circumstances, unless specifically authorized to do so pursuant to an existing agreement between my company and the company that furnished the proprietary information, or as specifically authorized by a MDA contracting officer.
- c. I understand that my failure to protect sensitive information as described above may subject me to criminal and civil penalties, and may result in the agency or another governmental entity taking adverse action against my employer.

4. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the contractor 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, or 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.

5. I will not discuss evaluation or source selection matters with any unauthorized individuals (including government personnel), even after contract award, unless authorized by the MDA contracting officer. Discussion of evaluation/source selection matters with other authorized MDA source selection/evaluation team members shall be conducted in areas designated for deliberations.

6. I understand that my obligations are of a continuing nature and agree to notify the contracting officer of any circumstance which changes any of the above statements and I will notify a MDA contracting officer if I am aware of a violation (by myself or others) of any of the above rules of conduct.

7. By signing this agreement, I also acknowledge my duty to abide by all DoD and MDA policies and procedures concerning the marking, handling, distribution and use of all proprietary and sensitive information, and I will, at all times, exercise reasonable care in the protection of such information.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date