

SECTION J
LIST OF ATTACHMENTS

ATTACHMENT X
CONFIDENTIALITY AND NON-DISCLOSURE
AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT is made by and between _____ ("Contractor") and _____, an individual (hereinafter referred to as the "Recipient").

Recitals

WHEREAS, the Recipient is employed by _____ ("the Contractor") and will be performing contractual services for a contract between the Contractor and NTIA (the "Contract") for Contractor support to assist NTIA in The Coupon Program; and

WHEREAS, the Contractor desires to permit Recipient to work on the Contract and give the Recipient access to certain consumer and/or retailer confidential information and to make certain disclosures to the Recipient related to the work necessary for the Contract; and

WHEREAS, the Contractor and the Recipient agree that all information and disclosures made to the Recipient and all related access to information shall be kept confidential by Recipient.

NOW, THEREFORE, in consideration of the Recitals set forth above, which constitute a substantive and binding component of this Agreement, and the mutual covenants, promises, agreements, representations and warranties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Recipient and Contractor intending to be legally bound, do hereby covenant, promise, agree, represent and warrant as follows:

1. Non-use, Non-disclosure, and Confidentiality: Recipient agrees all information, records or documents provided by NTIA or information which Recipient has access to relating from the Contract, shall remain confidential and that he shall not make any unauthorized use or disclosure of any such information, its investigations, its investigative information, functions or its Contract with the Contractor (the "Confidential Information"). The Confidential Information shall include, but not be limited to materials and information, methodologies, personal information of private individuals, consumer personal and private information, and retailer business confidential information. Recipient shall limit disclosure of the Confidential Information to the officers and employees of the Contractor working on the Contract with a reasonable "need to know" the information, and shall protect the same from other disclosure with reasonable diligence. The Confidential Information provided by or accessed through NTIA, the Contractor, or through performance of the contract shall not be duplicated in whole or in part, in any manner, except as necessary in connection the requirements of the Contract.

2. Acknowledgement of Potential Harm: The Recipient acknowledges that the Confidential Information contained in the aforementioned documents (paper or electronic), can potentially assist unauthorized individuals to gain access to private consumer, manufacturer, and/or retailer information which may be protected by the Privacy Act of 1974 (5 U.S.C. § 552a), the Trade Secrets Act (18 USC Section 1905), or other law.

3. Acknowledgment of Ownership of Property of NTIA: The Recipient acknowledges and agrees that the Confidential Information provided by NTIA or

SECTION J
LIST OF ATTACHMENTS

developed in the performance of this Contract and any copies shall remain the property of NTIA and will be held or examined by the undersigned only so long as necessary for Contract related purposes and shall be returned to NTIA immediately thereafter.

4. Security of Confidential Information: The Recipient agrees that the Confidential Information provided or made available for review in any format, is to be stored in a secure manner. For paper documents, this should be an immovable container (such as a four drawer safe) accessible only to the Contractor officials under the Contract who have signed this statement. Further, the Confidential Information must be transported in a secured locked container. For electronic documents/data, this information should be stored with security/access controls that meet NTIA security requirements.

5. Acknowledgement of Sanctions and Penalties: The Recipient understands that civil or criminal sanctions and penalties may cover any improper disclosure and use of the Confidential Information on his part.

6. Return of Information: As to all information which the Contractor claims is confidential, Recipient agrees upon reasonable notice to return the confidential tangible material and any copies in his/her possession to NTIA within 24 hours of any reasonable request.

7. Miscellaneous:

7.1. All of the covenants, promises, agreements, representations and warranties set forth in this Agreement shall survive any Contract period, and shall be binding and enforceable notwithstanding any knowledge (other than as specifically herein disclosed) on the part of a party hereto with respect to the matter involved.

7.2. All notices and other communications under this Agreement shall be in writing and addressed in accordance with the notice provisions of the Contract.

7.3. This Agreement shall be governed by and construed and enforced in all respects in accordance with the federal laws and regulations of the United States of America.

7.4. This Agreement contains the full, complete and exhaustive agreement between the parties hereto and supercedes all prior agreements and understanding between the Parties. This Agreement may be amended only by an instrument in writing executed, sealed and delivered by the NTIA and the Recipient.

7.5. Nothing expressed or implied in this Agreement is intended or shall be construed to confer or give any person or entity other than the parties hereto any rights or remedies under or by reason of this Agreement.

7.6. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

7.7. Unless the context otherwise requires, the words such as "herein", "hereinafter", "hereby", "hereto", "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a Section in which such words appear. As used herein and unless the context otherwise requires, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter, and vice versa.

SECTION J
LIST OF ATTACHMENTS

7.8. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

7.9. The headings for this Agreement are intended for convenience of reference only and shall be given no effect in the construction or interpretation of this Agreement.

7.10. In the event that any terms or conditions of this agreement shall be construed by a court of law as illegal or unenforceable, the remaining terms and conditions of this agreement shall remain in full force and effect, as if the illegal or unenforceable provisions had not been part of this agreement.

IN WITNESS WHEREOF, the parties have executed, sealed and delivered this Agreement and acknowledge and agree to its terms and conditions as of the dates set forth below.

RECIPIENT:

WITNESS:

Date

Date

NTIA:

ATTEST:

By:

Date

Date