

This nondisclosure agreement is mandatory for inclusion in all solicitations and contracts including purchase orders and delivery/task orders under existing contracts, including GSA, at all dollar values for Contractors providing support services to Watervliet Arsenal when they are likely to have access to nonpublic information. This includes, but is not limited to Watervliet's tenants, including Benet Labs.

**52.000-4001 CONTRACTOR PERSONNEL AGREEMENT ON NON-DISCLOSURE OCT/2010  
OF WATERVLIET ARSENAL TECHNOLOGY**

Before any contractor employee providing support services to Watervliet Arsenal or its tenants, including but not limited to Benet Labs, can be given access to "non-public information" (as defined below) there must be a signed, written agreement between the recipient contractor/contractor employee and the owner of the non-public information. A copy of the agreement will be made a part of the contract file.

**FORMAT FOR  
NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, an employee and authorized representative of \_\_\_\_\_, a Contractor providing support services to Watervliet Arsenal or its tenants, including but not limited to Benet Labs (hereinafter WATERVLIET), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number \_\_\_\_\_, agrees to and promises the following:

WHEREAS RECIPIENT is engaged in delivery support services to WATERVLIET under contract; and

WHEREAS, It is the intention of WATERVLIET to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and,

WHEREAS, WATERVLIET acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as: proprietary information (e.g., information submitted by a contractor marked as proprietary); advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies); source selection information (e.g., bids before made public, source selection plans, and rankings of proposals); trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor); 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 WATERVLIET under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or

disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: \_\_\_\_\_ (signature)

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_