NON-DISCLOSURE AGREEMENT

The Recipient acknowledges that they may encounter proprietary and/or confidential information (“Information”) as the result of their relationship with the Federal Aviation Administration (“FAA”). This document is notice of the Recipient’s responsibilities with regard to the safeguarding of proprietary and/or confidential information, and of the possible consequences of my failure to do so.

The Recipient acknowledges that in the course of their interactions with the FAA, they may learn about and may have access to Information. These interactions may be a routine part of the Recipient’s employment with the FAA, support for the FAA under a contract or agreement, or interaction with the FAA as a private citizen. These interactions may include but are not limited to participation in federal acquisition activities, involvement in research and development efforts, and engagement in rulemaking.

For the purposes of this Agreement, the term “Information” is defined as information that federal law or regulation prohibits the federal government or federal government employees from disclosing, or information that would be protected from disclosure by an exemption under 5 U.S.C. § 552 (the Freedom of Information Act). Examples of such information include, but are not limited to, information covered by the attorney-client privilege, deliberative process privilege, attorney work product privilege, Personally Identifiable Information (PII), sensitive security information, and/or defense critical infrastructure security information; program strategies, plans, recommendations, and analyses; budgeting information; technical analyses; technical data; statements of work; source selection plans, source selection evaluation memoranda or reports; acquisition plans; contractor bid and proposal information; independent government cost estimates; and cost or pricing data.

Information may be produced by the United States government, other governments, or private entities. Information may be in any medium or format, including but not limited to, oral, written, graphic, numeric, cartographic, narrative, electronic, or machine-readable, and may or may not be specifically designated as protected.

# NON-DISCLOSURE OF INFORMATION

The Recipient agrees NOT to discuss, divulge, or disclose any Information to any unauthorized person or entity. The Recipient will safeguard and prevent the unauthorized disclosure of Information in accordance with all applicable statutes, regulations, and orders. The Recipient will return all Information and all copies and reproductions thereof upon request of the FAA. The Recipient understands that the unauthorized disclosure, use, or mishandling of Information may adversely affect the owner of the Information, the national interest, and the conduct of federal programs. The Recipient understands that federal and state laws and regulations provide for criminal and civil penalties for improper disclosure, including but not limited to 5 U.S.C. § 552a; 41 U.S.C. §§ 2101-2107; and 18 U.S.C. §§ 641, 1832, and 1905.

The restrictions in the Agreement do not extend to Information that has become generally known or available to the public without breach of this Agreement; is disclosed with the prior written approval of the appropriate FAA official; or (after notification to the appropriate FAA official) is disclosed pursuant to a statutory requirement, regulatory requirement, or subject to the order of a competent United States federal court. In regards to procurement-sensitive information, the appropriate FAA official will be the responsibility of the FAA contracting officer. For all other matters, the Recipient will consult with the cognizant point of contact within the FAA for the activity through which the Recipient came into contact with the Information.

The Recipient is aware of and will abide by the requirements of 18 U.S.C. § 1905, which states the following: “Whoever, being an officer or employee of the United States or of any department or agency thereof, any person acting on behalf of the Federal Housing Finance Agency, or agent of the Department of Justice as defined in the Antitrust Civil Process Act (15 U.S.C. 1311–1314), or being an employee of a private sector organization who is or was assigned to an agency under chapter 37 of title 5, publishes, divulges, discloses, or makes known in any manner or to any extent not authorized by law any information coming to him in the course of his employment or official duties or by reason of any examination or investigation made by, or return, report or record made to or filed with, such department or agency or officer or employee thereof, which information concerns or relates to the trade secrets, processes, operations, style of work, or apparatus, or to the identity, confidential statistical data, amount or source of any income, profits, losses, or expenditures of any person, firm, partnership, corporation, or association; or permits any income return or copy thereof or any book containing any abstract or particulars thereof to be seen or examined by any person except as provided by law; shall be fined under this title, or imprisoned not more than one year, or both; and shall be removed from office or employment.”

For contractor personnel, the Recipient understands that federal and state laws and regulations, including but not limited to the following, provide for criminal and civil penalties for improper disclosure: 5 U.S.C. § 552a and 18 U.S.C. §§ 641, 1832, and 1905.

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, 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.

# ACQUISITION SPECIFIC INFORMATION

1. If I am, or become, a member of a procurement team for an FAA acquisition effort, I agree that I will not disclose to any person, company, or entity not participating on the procurement team any Information learned as a result of my participation on that procurement team, the disclosure of which might, directly or indirectly, afford some person, company, or entity an unfair competitive advantage. Such Information also includes, but is not limited to, information regarding discussions, plans, and decisions by procurement-team members relating to the acquisition. In addition, I will not disclose any Information that pertains to internal agency communications regarding the acquisition, such as, but not limited to, acquisition plans, budgeting information, screening information requests, cost estimation, source selection plans, source selection evaluation memoranda or reports, and technical analyses and recommendations, unless such release of information is authorized by appropriate agency officials.

If I leave a procurement team, I agree to return all Information, to destroy all electronic copies of Information, and to inform the responsible Contracting Officer so that any available access to Information may be limited.

I understand that my participation in FAA acquisition activities, and the associated administration of those activities, constitutes direct involvement with procurement activities for the purposes of potential conflicts of interest.

1. If I am, or become, contractor personnel, I agree to all of the additional requirements of AMS clause 3.13-15, Confidentiality of Data and Information, found in full text at https://fast.faa.gov/contractclauses.cfm.

I also agree to report immediately to the Contracting Officer any potential or possible violation of this Agreement made by me or by anyone else.

# ENDORSEMENT

I hereby assign to the FAA all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, revelation, or retention of Information not consistent with my responsibilities outlined herein.

I acknowledge that my access to Information is sufficient action on my part to qualify the U.S. government to exercise jurisdiction over me and my subsequent actions for any alleged or actual breaches of this Agreement. Furthermore, I voluntarily consent to the United States’ jurisdiction over any criminal matters arising from any breach of this Agreement under 18 U.S.C. § 3231 and any other applicable federal law, and jurisdiction over any civil matters arising from any breach of this Agreement under 28 U.S.C. § 1345 and any other applicable federal law.

I have read this agreement carefully, and my questions, if any, have been answered to my satisfaction.

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Signature of Recipient Date

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Print Name of Recipient

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Recipient’s Employer

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Recipient’s Email and Telephone Number

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Title of Acquisition Effort (If Applicable)

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Print Name of Contracting Officer

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Contracting Officer’s Email and Telephone Number