

ACKNOWLEDGMENT AND NONDISCLOSURE AGREEMENT

I, _____, am an employee of n/a, an educational grantee, or an independent consultant performing work for the Army Research Laboratory (ARL), hereafter referred to as "Government", under award number (e.g., contract, **cooperative agreement**)_____.

In the performance of the subject award, I understand I may be given, or have access to (a) Source Selection Information, (b) Business Sensitive Information, (c) Proprietary Information, (d) Nonpublic Information or (e) Sensitive Information, hereafter referred to collectively as "**Protected Information**".

I hereby recognize, acknowledge and agree to the following conditions that specifically govern the use, duplication, and disclosure of Protected Information:

For purposes of this Acknowledgment and Nondisclosure Agreement:

A. Source Selection Information (see FAR 2.101 and 3.104-4) is information, including information stored in electronic, magnetic, audio or video formats, which is prepared or developed by any person or entity for use by the Government to conduct particular procurement and

(a) the disclosure of which to a competing contractor would jeopardize the integrity or successful completion of the procurement concerned; and

(b) is required by statute, regulation, or order to be secured in a source selection file or other facility to prevent disclosure.

Source Selection Information includes, but is not limited to,

- bid prices submitted in response to a Federal agency solicitation for sealed bids, or lists of those bid prices prior to public bid opening;
- proposed prices submitted in response to a Federal agency solicitation (for other than sealed bids), or lists of those proposed costs or prices;
- source selection plans, acquisition plans, acquisition strategy reports;
- technical evaluation plans, technical evaluation of proposals;
- cost or price evaluations of proposals;
- ranking of bids, proposals, or competitors;
- reports and evaluations of source selection panels or boards or advisory councils;
- reports and evaluations of any advisors to the source selection panels or boards or advisory councils;
- other information that is determined to be Source Selection Information by

the Head of the Agency, his designee, or the Contracting Officer, and marked “**SOURCE SELECTION INFORMATION**”.

B. Business Sensitive Information is data and information, including data and information stored in electronic, magnetic, audio or video formats, the disclosure of which to unauthorized parties may adversely affect the Government’s interests and/or the interests of any actual or potential Government Contractor or Subcontractor, which has been marked or otherwise identified as “BUSINESS SENSITIVE”.

C. Proprietary Information is data and information, including data and information stored in electronic, magnetic, audio or video formats, that is marked as proprietary and is protected or is entitled to be protected against unauthorized use, duplication, and/or disclosure by third parties in accordance with or pursuant to any contract; license agreement; applicable State or Federal statute or law including but not limited to patent, copyright, and trade secrets statutes and laws which may be enforced by, or in favor of, the owner of the proprietary information.

Proprietary information does not include data and information submitted to the Government without restrictive markings or is otherwise available to the Government and/or the public without restrictions.

D. Nonpublic Information is information, including data and information stored in electronic, magnetic, audio or video formats, which has been marked as nonpublic and is not available to the public. It includes:

(a) information routinely exempt from disclosure under the Freedom of Information Act or otherwise protected from disclosure by statute, executive order, or regulation; or

(b) information not disseminated to the public and not authorized for dissemination to the public.

E. Sensitive Data and Information is personally identifiable information (PII) used to distinguish or trace an individual’s identify. Types of PII include social security numbers, regardless of truncation; date and place of birth; mother’s maiden name and biometric records.

I will not use Protected Information other than in the performance of my assignment under the award. I will not disclose or otherwise disseminate Protected Information to any person or organization other than those authorized by ARL.

I acknowledge disclosure of Protected Information to anyone not associated with the direct support of the award and those individuals specifically authorized by ARL could result in a personal and/or organizational conflict of interest for myself and/or my employer. I understand there are laws and regulations that provide for criminal and/or civil penalties for improper disclosure of Protected Information.

I will prevent the disclosure of Protected Information to any individual other than those individuals authorized by ARL and will report to ARL any violation, actual or potential, of this Agreement.

I will surrender all Protected Information, of any type whatsoever, to ARL upon the termination of my assignment under the subject award.

I certify I have read and fully understand this Agreement, and will abide by all provisions contained therein. I understand violation of this Agreement may subject me to criminal and civil penalties.

(Signature)

(Date)

(Business Telephone Number)