

## **Employee Non-Disclosure Agreement**

### **U.S. Fish and Wildlife Service FY      Competitive Sourcing**

1. In the course of participating either in a direct (i.e., core team member) or in an advisory role (i.e., ad hoc team member) in support of a Competitive Sourcing study, I may be given access to or entrusted with sensitive Government information, such as data identified as Business Sensitive, Procurement Sensitive, Proprietary (e.g., 41 USC section 423, the Procurement Integrity Act restrictive legend per Federal Acquisition Regulation (FAR) 52.215-1)] or Source Selection Information (as defined in FAR 3.104-3) that may be associated with the ongoing Competitive Sourcing study. These sensitive data include, but are not limited to, all data, information and software, regardless of the medium, e.g. electronic or paper, and/or format in which the data exist, and includes data that are derived from, Source Selection, Business Sensitive, Procurement Sensitive and/or Proprietary Data (collectively referred to herein as "the data").
  
2. I agree not to discuss with, disclose, release, reproduce or otherwise provide or make available the data, or any portion thereof, to any other Government or non-government employee, person, or organization unless that other employee, person, or organization has signed a non-disclosure statement for this Competitive Sourcing/A-76 study. Furthermore, I agree to adhere to all safeguards established for the data and to use the data solely for the purpose of performing my role in support of the FY      U.S. Fish and Wildlife Service Competitive Sourcing Study.
  
3. I agree that these obligations not to inappropriately use, discuss, disclose, release, reproduce or otherwise provide or make available the data are binding upon me as required by applicable laws, regulations, and U.S. Fish and Wildlife Service directives.
  
4. I understand that any inappropriate use, disclosure, release or reproduction of the data is unauthorized and may result in criminal, civil and/or administrative penalties. I understand that nothing in this non-disclosure agreement changes, alters or, otherwise, is intended to replace the requirements of any applicable laws, regulations and U.S. Fish and Wildlife Service directives. I freely and willingly sign this document, fully understanding its contents.

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

POSITION/TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_