

**COMPANY NON-DISCLOSURE AGREEMENT FOR  
THE JOINT WARFIGHTING CLOUD CAPABILITY(JWCC)**

This Non-Disclosure Agreement is signed by \_\_\_\_\_ a duly authorized officer of \_\_\_\_\_ (Potential Offeror) with authority to obligate Potential Offeror to this Agreement.

Upon signing this agreement, Potential Offeror will be granted access to nonpublic information, specifically documents identified in Request for Proposal (RFP) HQ003421R0327, that are marked CONTROLLED UNCLASSIFIED INFORMATION (CUI), Potential Offeror agrees that it will not use or disclose any such information to anyone other than its personnel. Potential Offeror further agrees that Potential Offeror will use its best efforts to ensure that Potential Offeror personnel and others that are participating in the preparation of a proposal in response to the RFP, will not use or disclose any such nonpublic information unless authorized by the DoD.

**CERTIFICATE OF NONDISCLOSURE**

Non-Disclosure Obligations

I, **(Individual Name)**, am a duly authorized officer of \_\_\_\_\_ (hereinafter "Potential Offeror"), an authorized representative of the Potential Offeror who has indicated in writing that it intends to submit a proposal in response to RFP HQ003421R0327, for Joint Warfighting Cloud Capability for the Department of Defense (DoD). Potential Offeror is not obligated to submit a proposal; but does agree to the following:

WHEREAS it is the intention of DoD/WHS to protect and prevent access to and disclosure of nonpublic information, specifically documents marked CONTROLLED UNCLASSIFIED INFORMATION(CUI), to anyone other than employees of the United States Government and others who have a need to know, unless so authorized in writing by the DoD; and

WHEREAS DOD/WHS acknowledges that Potential Offeror (and its designees) will require access to such nonpublic information in order to submit a proposal in response to RFP; and

WHEREAS CUI information must be handled in a manner that provides assurance that unauthorized persons do not gain access,

NOW THEREFORE, Potential Offeror agrees as follows:

- a. Potential Offeror shall not seek access to nonpublic information beyond what is identified in the RFP;

Attachment L-4

- b. As to any nonpublic information to which Potential Offeror has or is given access pursuant to this agreement, c; and
- c. If Potential Offeror becomes aware of any improper release, use or disclosure of such nonpublic information, Potential Offeror shall advise the DoD/WHs in writing as soon as possible.
- d. The Potential Offeror further agrees to properly store any nonpublic information given to Potential Offeror pursuant to this agreement until destruction is required. Destruction/deletion of any files and/or physical copies of documents containing nonpublic information given to Potential offeror pursuant to this agreement shall occur upon the earlier of: 1. the due date for submission of Proposals identified in the RFP if Potential Offeror does not submit a proposal, or 2. the date of notification of awardee of the JWCC contract if Potential Offeror submits a proposal.
- e. Potential Offeror will ensure that its designees also agree to paragraph 4 of this agreement prior to sharing any nonpublic information to which Potential Offeror has or is given access pursuant to this agreement.
- f. Potential Offeror understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Non-Disclosure Agreement will subject Potential Offeror to administrative, civil or criminal remedies, as may be authorized by law.
- g. The provisions of this Agreement also are consistent with and do not supersede, conflict with, or otherwise alter the Potential Offeror 's 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.

Potential Offeror: \_\_\_\_\_ DATE: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

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

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