

## NON-DISCLOSURE AGREEMENT (NDA)

### **RESTRICTIONS ON FURTHER DISSEMINATION OF AMERICA'S ARMY® RELATED PROGRAM INFORMATION**

This Agreement (hereinafter Agreement or NDA), is made and entered by and between the U.S. Army, Combat Capabilities Development Command Aviation & Missile Center (CCDC AvMC), Redstone Arsenal, AL (the "Disclosing Party"), and \_\_\_\_\_, (the "Receiving Party"), regarding disclosing of Inventive Subject Matter which is the subject of, or is anticipated will be the subject of, a patent application filed by the U.S. Army with the U.S. Patent and Trademark Office or information otherwise subject to restriction on further dissemination (hereafter referred to as restricted information). The restricted information generally relates to coordinated CCDC AvMC programs surrounding the America's Army® game and future enhancements to related programs for which CCDC AvMC may be contractually bound to protect such restricted information from public disclosure for a specified period of time [add appendix if needed to fully describe] \_\_\_\_\_. **The restrictions imposed by this NDA are, in part, for the benefit of third parties with whom the Government has contracted to protect certain information. A violation of this NDA may entitle such third parties to bring a direct action against the party making an unauthorized disclosure and may lead to civil or criminal actions under various state and Federal laws dealing with trade secrets and confidential business information.**

The non-Government Receiving Party as represented by the signatory below representing \_\_\_\_\_, and the Government, being the Disclosing Party, as represented by the U.S. Army, CCDC AvMC wish to engage in discussions and perform certain efforts concerning the restricted information. It is contemplated that these discussions and efforts may require the disclosure of restricted information. The non-Government signatory below warrants his/her authority to bind the entity represented and agrees to protect such restricted information from further disclosure in accordance with the terms of this NDA. As consideration for such promise, the Government will provide restricted information as warranted by the discussions and efforts.

Restricted information as used in this NDA is to be broadly defined as all information communicated during discussions and efforts between the Government Disclosing Party and the non-Government Receiving Party by any media and includes verbal communications, electronic mail communications, fax communications, and information stored on computer discs or other temporary computer storage devices. Expressly excluded are the following categories: information which was in the public domain for more than one year prior to a disclosure to the non-Government Receiving Party; information for which public disclosure has been compelled by lawful process; and information received by the non-Government Receiving Party outside this Agreement and for which the Government has no right to control public release. The Government

will endeavor to mark all such restricted information with a legend indicating that public release is not authorized. Unless an exception above clearly applies, the non-Government Receiving Party shall assume unmarked information is restricted and seek Government review of such unmarked data prior to any dissemination to third parties.

If the non-Government Receiving Party wishes to challenge the status of any specific information as not being restricted information, the non-Government signatory shall document one of the above exceptions and submit it to the Government Disclosing Party for review. The non-Government signatory may request authority from the Government Disclosing Party to release ancillary "non-public" information which does not fall within one of the above exceptions. The Government will evaluate such requests on a case-by-case basis. Classified information and information subject to a limited Distribution Statement shall be released only in accordance with the approvals/authorities cited for those restrictions and such approvals shall be obtained prior to any release in addition to any approval pursuant to this NDA. Until written approval is granted or public availability is clearly documented, the non-Government Receiving Party agrees to control the restricted information in accordance with the terms of this NDA.

The non-Government Receiving Party agrees not to further disseminate the restricted information except to individuals within the non-Government Receiving Party's immediate organization. Before the non-Government Receiving Party signatory disseminates the covered restricted information to any individual within the non-Government Receiving Party's immediate organization, the non-Government signatory shall insure that such receiving individual(s) have executed a NDA with the non-Government signatory which is at least as restrictive as this NDA. In this context, dissemination includes allowing an individual to be present at any discussion/presentation that includes or may include the restricted information.

The release of restricted information by the Government Disclosing Party to the non-Government Receiving Party shall not convey to or create in the non-Government Receiving Party any rights beyond those specifically authorized by this NDA.

Notwithstanding the expiration or termination of this NDA, the non-Government signatory agrees to continue the confidentiality and protection of the restricted information for so long as it remains restricted. At the Government's written request all copies of the restricted information, in whatever form, shall be returned to the Government or destroyed as directed by the Government.

The official copy of this NDA will be maintained by the Government Disclosing Party. This NDA may be terminated upon reasonable notice by the Government Disclosing Party. Any notice of at least ninety (90) days shall be deemed reasonable. Shorter notice periods will depend upon the Government's need to terminate and the non-Government Receiving Party's ability to comply. Unless otherwise terminated, this NDA shall expire one year after the date of execution.

These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling.

\_\_\_\_\_  
Non-Government Receiving Party Company or Entity Name

\_\_\_\_\_  
Non-Government Receiving Party Company or Entity Signature

Contact Telephone Number: \_\_\_\_\_  
[Non-Government signatory must possess authority to bind the entity being represented.]

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature of Government Point of Contact  
Printed Name: Frank Blackwell  
Office symbol: FCDD-AMS-HT

\_\_\_\_\_  
Dated