

U.S. MARINE CORPS NON-DISCLOSURE AGREEMENT (INDIVIDUAL)

1. In the course of performing my duties related to Activity Based Costing, Activity Based Management, Strategic Sourcing, A-76 competitions, or other productivity enhancing initiatives, I may be given access to or entrusted with Source Selection Information (as defined in Federal Acquisition Regulation (FAR) 3.104), other sensitive Government data such as data identified as "Business Sensitive," and/or data belonging to or marked or considered as "proprietary" (e.g., restrictive legend per FAR 52.215-1) that may be associated with the development of the Government's Management Plan in an ongoing or future Strategic Sourcing study or A-76 cost comparison. These data include 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 which are derived from, based on, incorporate, include or refer to such Source Selection, Business Sensitive and/or proprietary data (collectively referred to herein as "the data").

2. As a condition to receiving access to the data, 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 unless and until such person has executed a copy of an individual non-disclosure agreement like this one. I also 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 person or entity, unless the local ABC/M or A-76 Program Manager in coordination with the Office of Counsel for the Commandant's Field Counsel has given prior written approval, AND the person receiving the data has executed an individual non-disclosure agreement similar to this one. Furthermore, I agree to safeguard the data and to use the data solely for the purpose of job-related duties. I understand that any other use, disclosure, release or reproduction is unauthorized and may result in substantial criminal, civil and/or administrative penalties to me or to those persons or organizational entities to whom I have provided unauthorized access.

3. Appropriate restrictive legends will be included by me on any copies and reproductions made of all or any part of

the data and any data that is derived from, based upon, incorporates, includes or refers to the data. I agree that these obligations not to use, discuss, disclose, release, reproduce or otherwise provide or make available the data continue, even after completion of any associated tasks and/or my employment with the Government. I will promptly (within one business day) report to local ABC/M or A-76 Program Manager any actual or suspected unauthorized use, disclosure, release, or reproduction of such data or violation of this agreement of which I am now or may become aware.

4. I agree that when the USMC determines that my need for such data no longer exists or my Government employment ends, I shall return such data promptly within five business days to the local ABC/M or A-76 Program Manager.

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

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

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

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