

**Design and Maintenance of Common Submarine Radio Room (CSRR)
Control and Management (C&M) Software
Request for Proposal (RFP) N00039-13-R-0001
Bidder's Repository Use and Non-Disclosure Agreement (NDA)**

The undersigned, _____, an authorized representative of _____, (hereinafter "Recipient") requests the Government to provide the Recipient with technical data or computer software, posted on the Net-centric Enterprise Solutions for Interoperability (NESI) website (hereinafter "Data") in which the Government's rights or access to the Data is otherwise restricted. By submitting this NDA, the Recipient represents that it is a U.S. Department of Defense (DoD) contractor. As used throughout this Agreement, the term "Contractor" refers to the entity that holds legal title to the Data. In consideration for receiving such Data, the Recipient agrees to use the Data strictly in accordance with this Agreement:

(1) The Recipient shall use, modify, reproduce, or display Data marked with unlimited rights (including unmarked Data), Government Purpose Rights (GPR) (or variations thereof), or Small Business Innovation Research (SBIR) data rights legends solely for purposes directly related to Recipient's response to **Request for Proposal (RFP) N00039-13-R-0001 for Common Submarine Radio Room (CSRR)**. The Recipient shall not use, modify, reproduce, or display such Data for any commercial purpose. The Recipient shall not release, perform, display, or disclose the Data without the express written approval of the CSRR Procuring Contracting Officer (PCO) to any other company, including all affiliates, subsidiaries, and subcontractors of the Recipient.

(2) Up to two (2) individuals may be identified in paragraph 10 below as Technical Points of Contact (POCs) authorized to receive access to the NESI website. POCs are not required to sign the NDA. POCs may distribute the Data to others within the Recipient's organization provided that the Data is handled in accordance with the applicable distribution statement.

(3) The Recipient agrees to adopt or establish operating procedures and physical security measures designed to protect the Data from inadvertent release or disclosure to unauthorized third parties.

(4) The Recipient agrees to accept the Data "as is" without any Government representation as to suitability for intended use or warranty whatsoever. This disclaimer does not affect any obligation the Government may have regarding Data specified in a contract for the performance of that contract.

(5) The Recipient agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorney fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of Data received from the Government with restrictive legends by the Recipient or any person to whom the Recipient has released or disclosed the Data.

(6) The Government reserves the right to limit or restrict the Recipient's access to the Data should the Recipient breach any terms or conditions of this agreement. Further, the Recipient's breach may result in violation of the Trade Secrets Act (18 U.S.C. § 1905), which may result in criminal and/or civil penalties.

(7) For Data created by a Contractor, the Recipient is also executing this Agreement for the benefit of the Contractor. The Contractor is a third party beneficiary of this Agreement who, in addition to any other rights the Contractor may have, is intended to have the rights of direct action against the Recipient or any other person to whom the Recipient has released or disclosed the Data, to seek damages from any breach of this Agreement, or to otherwise enforce this Agreement.

(8) The Recipient agrees to; (a) destroy all copies of the Data in the Recipient's possession no later than 30 days after notification by the Government; (b) ensure all persons to whom Data has been released do so by that date; and (3) to notify the CSRR PCO that the Data have been destroyed.

(9) This Agreement shall be effective for the period commencing with the Recipient's execution of this Agreement and ending upon notification by the CSRR PCO that the CSRR RFP evaluation has been completed. The obligations imposed by this Agreement shall survive the expiration or termination of the Agreement.

(10) The Recipient **shall provide** a valid DoD contract number, Government POC for the listed Government contract, their CAGE code, and a copy of their **DoD DD Form-2345** "Export-Controlled DoD Technical Data Agreement".

Contract number _____

CAGE code _____

Government POC _____

E-mail _____

Phone number _____

Recipient's Business Name _____

Authorized Representative _____

Title _____

Representative's signature _____

Date _____

Technical POC 1 _____

E-mail _____

Technical POC 2 _____

E-mail _____