

**Common Radio Room (CRR) Broad Agency Announcement (BAA)
Bidder's Repository Use and
Non-Disclosure Agreement (NDA)**

The undersigned, _____, an authorized representative of _____, (which is hereinafter referred to as the "Recipient") requests the Government to provide the Recipient with access to technical data (hereinafter referred to as "Data") posted on the Net-centric Enterprise Solutions for Interoperability (NESI) website in the following location: 'CRR Automation Monitoring and Control' Project Site, <https://nesi.spawar.navy.mil>, in which the Contractor's rights or access to the Data is otherwise restricted. By submitting this NDA, the recipient represents that it is a U.S. DoD contractor. As used in this agreement, the term "Contractor" means the entity that holds 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:

(a) Use, modify, reproduce, or display Data marked with unlimited rights, government purpose rights, or Small Business Innovation Research (SBIR) data rights legends solely for purposes directly related to submitting a response to the CRR BAA (BAA number N00039-10-X-0003, and shall not do so for any commercial purpose. The Recipient shall not release, perform, display, or disclose the Data, without the express written permission of the CRR BAA Procuring Contracting Officer (PCO), to any other company, to include all affiliates and subsidiaries, subcontractors/prospective subcontractors of the Recipient.

(2) Up to two (2) individuals may be identified below as Technical Points of Contact authorized to receive access to the NESI website. The Technical Points of Contact are not required to individually sign the NDA; the Technical Points of Contact 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 these 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 attorneys 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 a Recipient's access to the Data should the Recipient breach any terms or conditions of this agreement. Further, a Recipient's breach may result in violation of the Trade Secrets Act (18 U.S.C. § 1905), which can 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 (a) to destroy the Data, and all copies of the Data in its possession, no later than 5 calendar days after notification of whether their technical paper resulting from BAA N00039-10-X-

0003 has been selected for award of a contract, or as otherwise notified by the Government, (b) to ensure all persons to whom the Data has been released do so by that date, and (c) to notify the CRR BAA 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 of whether their technical paper resulting from BAA N00039-10-X-0003 has been selected for award of a contract. 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, cage code, and contact information for a Government point of contact for the listed contract.

Contract Number _____

Cage Code _____

Name of Contract Point of Contact _____

Phone Number _____

E-mail address _____

Recipient's Business Name _____

By _____
(Authorized Representative's signature) Date

Representative's Typed Name _____

Title _____

1) Name of Point of Contact _____

E-mail address _____

2) Name of Point of Contact _____

E-mail address _____