

**Use and Non-Disclosure Agreement  
Controlled Unclassified Information (CUI)  
Joint Assault Bridge (JAB) Program  
Solicitation W56HZV-14-R-0350**

The undersigned, \_\_\_\_\_, an authorized representative of the \_\_\_\_\_, (which is hereinafter referred to as the "Recipient") requests the Government to provide the Recipient with technical data or computer software (hereinafter referred to as "Subject Data"). Those Subject Data are identified in an attachment to this Agreement. In consideration for receiving the Subject Data, the Recipient agrees to use or disclose the Subject Data solely in accordance with this Agreement:

(1) The Recipient shall:

- (a) Disclose or otherwise allow access to any of the Subject Data only to employees within Recipient's business unit who are directly involved in developing, preparing, and submitting the offeror's proposal in response to solicitation W56HZV-14-R-0350. The Recipient agrees not to disclose any of the Subject Data outside of this group of directly involved employees. The Recipient shall ensure that all employees are made aware of this and all other restrictions imposed by this Use and Non-Disclosure Agreement and that each employee accepts such restrictions, as pre-requisites to receipt of, or access to, the Subject Data.
- (b) The Recipient agrees to use these Subject Data for the exclusive purpose of supporting the development and submission of the offeror's proposal in response to solicitation W56HZV-14-R-0350 and supporting resulting contract efforts, if awarded said contract.

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

(3) The Recipient agrees to accept these 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 Subject Data specified in a contract for the performance of that contract.

(4) 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 Subject

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Data received from the Government by the Recipient, by any of Recipient's employees, or by any person to whom the Recipient has released or disclosed the Subject Data.

- (5) If the Recipient is not awarded the relevant contract, the Recipient agrees to destroy all of these Subject Data and all copies, including all physical, electronic and any other recording format, of the Subject Data in its possession, or in the possession of any employee, no later than 30 days after the contract award date. The Recipient also agrees to provide written certification of compliance with the terms of this paragraph, within seven days of the completion of the destruction, by emailing certification notice to the Government POC listed below.
- (6) The obligations imposed by this Agreement shall survive the expiration or termination of the Agreement.

Recipient's Business Name:

\_\_\_\_\_

Business CAGE Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Authorized Representative

Date

Representative's Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Please return the completed form via e-mail to the Government POC at michael.w.wilson3.civ@mail.mil.