

PROGRAM EXECUTIVE OFFICE FOR INTEGRATED WARFARE SYSTEMS
SOFTWARE HARDWARE ASSET REUSE ENTERPRISE

Contributor Non-Disclosure Agreement

The undersigned, _____, an authorized representative of [Company Name], (which is hereinafter referred to as the "CONTRIBUTOR") requests the Government to provide the CONTRIBUTOR access to an ASSET (or portions thereof), as that term is defined in the executed SHARE TERMS OF AGREEMENT dated _____, in which the Government's and CONTRIBUTOR's use, modification, reproduction, release, performance, display or disclosure rights may be restricted. This NDA is a part of that SHARE TERMS OF AGREEMENT. The access request for individual ASSETS is identified in Attachment (A) to this Agreement. In consideration for receiving such ASSET, the CONTRIBUTOR agrees to use the ASSET strictly in accordance with this Agreement and the SHARE TERMS OF AGREEMENT:

(1) The CONTRIBUTOR shall-

(a) Use, modify, reproduce, release, perform, display, or disclose ASSETS only for SHARE purposes and shall not do so for any commercial purpose. **The CONTRIBUTOR shall not release, perform, display, or disclose the ASSET without the express written permission of the GOVERNMENT, and the express written permission of the contractor whose name appears in the restrictive legend (the "originator (owner)") for ASSETS in which the GOVERNMENT has Government Purpose Rights, to any person such as subcontractors or suppliers unless such parties have separately entered into their own SHARE TERMS OF AGREEMENT and SHARE Non-Disclosure Agreement.**

(b) Use, modify, reproduce, release, perform, display, or disclose ASSETS marked with SHARE license rights legends in accordance with the requirements of the SHARE TERMS OF AGREEMENT.

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

(3) (a) Government reserves the right to unilaterally change

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without prior notice the terms and conditions of this Non-Disclosure Agreement for future access to SHARE ASSETS.

(b) Notwithstanding any provisions contained herein, CONTRIBUTORS are hereby put on notice that export of SHARE ASSETS from the United States may be prohibited or will require an export license. **THIS NON-DISCLOSURE AGREEMENT IS NOT AN EXPORT LICENSE.**

(4) The CONTRIBUTOR 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 ASSETS received from the Government with restrictive legends by the CONTRIBUTOR or any person to whom the CONTRIBUTOR has released or disclosed the ASSETS.

(5) The CONTRIBUTOR is executing this Agreement for the benefit of the originator (owner) of the asset. The Contractor is a third party beneficiary of this Agreement who, in addition to any other rights it may have, is intended to have the rights of direct action against the CONTRIBUTOR or any other person to whom the CONTRIBUTOR has released or disclosed the ASSET, to seek damages from any breach of this Agreement or to otherwise enforce this Agreement.

(6) The CONTRIBUTOR agrees to destroy the ASSET, and all copies of the ASSET in its possession, in accordance with the terms of the SHARE Terms of Agreement.

(7) This Agreement shall be effective for the period commencing with the CONTRIBUTOR's execution of this Agreement and ending upon the expiration/termination date of the SHARE Terms of Agreement for this asset. The obligations imposed by this Agreement shall survive the expiration or termination of the Agreement.

(8) This agreement includes Attachment A, which is the the most current list of requested assets, and Attachment B, which contains the rationale for the assets.

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By _____

Authorized Representative Signature

Date

Printed/Typed Name

Title

(End of SHARE Non-Disclosure Agreement)

ATTENTION REQUESTOR:

Please sign and send original copy
of this Agreement to the COR/TOM:

ATTENTION COR/TOM/GPOR:

Please return the completed original
copy of this Agreement with all
signatures to:

[COR Name]

[COR Address1]

[COR Address2]

[COR Address3]

[COR City, COR State COR Zip]

NAVAL SURFACE WARFARE CENTER DAHLGREN
SYSTEM CERT & CM BRANCH (W51)
ATTN: SHARE TEAM
17214 AVENUE B SUITE 132
DAHLGREN VA 22448-5147

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Attachment A
Requested Assets

AssetID	Name	Version	Type	Class



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Attachment B
Rationale for Requesting Assets

[Rationale why asset is needed]

