NON-DISCLOSURE AGREEMENT (NDA) -

This NDA is applicable to contractor personnel involved in the evaluation of the **Swarm Forge Initiative Other Transaction (OT) Crucibles solicitation**.

1. In the course of my duties as an Evaluator, I may be given access to or entrusted with Confidential Information, including Contractor prototype proposal information, evaluation criteria, technical and cost proposals, trade secrets, and any information marked "Selection Information," "Proprietary," or "Confidential" (collectively referred to herein as "the data").

2. I am familiar with and will abide by the requirements to protect sensitive and proprietary information submitted by offerors in response to this OT solicitation.

3. I agree that I will not use, disclose, or discuss the data or evaluations except with persons directly involved in the Swarm Forge Initiative evaluation process and only for the purposes of my official duties.

4. I agree to hold and maintain all Confidential Information in the strictest confidence and to secure all materials (both physical and electronic) to prevent unauthorized access. I will immediately report any unauthorized disclosure to the Agreements Officer (AO).

5. Upon the conclusion of the evaluation duties or upon written request from the AO, I will return to the Government or destroy all materials containing Confidential Information.

6. **Mandatory Disclosure Upon Receipt of Offeror List:** I understand that the Acquisition team will provide a comprehensive list of all offerors and known subcontractors participating in the Swarm Forge Initiative. Upon receipt of this list, I agree to immediately review it against my personal financial interests, relationships, and the business interests of my employer. I will promptly disclose any real, potential, or perceived conflict of interest to the AO and my company's point of contact in writing. I agree not to access, review, or evaluate any proposal materials until I have submitted this disclosure and received explicit clearance from the AO.

7. I agree that these obligations are binding upon me. I understand that any unauthorized disclosure of the data may result in administrative, civil, and/or criminal penalties, including but not limited to termination of employment and penalties under the Trade Secrets Act (18 U.S.C. § 1905).

8. I freely and willingly sign this document. By signing, I declare that I have fully read, understand, and agree to the terms and agreements as described above.

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Note: These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to whistleblower protections, including communications to Congress and the reporting of violations to an Inspector General.

ACKNOWLEDGEMENT / CERTIFICATION

I agree to the terms of this acknowledgement/agreement and certify that I have read and understand the acknowledgement/agreement. I further certify that the statements made herein are true and correct. I make this acknowledgement/agreement in good faith, without mental reservation or purpose of evasion.

Signature: _____ Date:_____

Employer (Contractor/Civilian) _____

Government furnished / E-mail Address:_____

Phone Number:_____

Name (Printed):_____

PROCUREMENT SENSITIVE/PERSONAL INFORMATION – DO NOT RELEASE