



**Annex H – Non-Disclosure Agreement**

**NON-DISCLOSURE AGREEMENT**

The Offeror shall not, without the prior written permission of the Contract Authority, disclose to anyone, other than an employee or a subcontractor with a need to know, the information or documentation it has access to during the performance of the Work under the Standing Offer and any contract resulting from the Standing Offer. Prior to commencing the Work under any contract resulting from the Standing Offer, the Offeror shall require its employees or subcontractors who will be performing such Work or who are provided access to such Work to sign a Statement of Non-Disclosure substantially in the form set out below.

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to contracts resulting from Standing Offer Number **W8484-16-8600** between Her Majesty The Queen in Right of Canada, represented by the Minister of National Defence and *[Name of the Offeror]*, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Offeror as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labelled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Standing Offer.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Offeror by or on behalf of Canada must be used solely for the purpose of any contract resulting from the Standing Offer and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of any contracts resulting from the Standing Offer Number W8484-16-8600.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date