

J85
Propulsion Group Sustainment
(PGS)

Annex I

Non-Disclosure Agreement

Annex I – Non-Disclosure Agreement

I, _____ (*print name*), recognize that in the course of my work as an employee of _____ (*print company name*), I may be given access to information provided by or on behalf of Canada, in connection with the work pursuant to Contract Serial No. _____ (*print contract number*) (Contract), between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____ (*print company name*), including information that may be confidential or proprietary to third parties, and information conceived, developed or produced as part of the work under the contract.

For the purposes of this agreement, information includes but is not limited to: any documents, specifications, 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 Contract.

I agree that if I have been given access to the DND Enterprise Resource Planning (ERP) application known as the Defence Resource Management Information System (DRMIS) (also sometimes referred to as either one of its parent applications, the Financial Management Accounting System (FMAS) or the Materiel Acquisition and Support Information System (MASIS), collectively known for the purpose of this Contract and agreement as DRMIS), I will restrict my use of and access to the system only to the DRMIS data and associated data tables which are required to carry out the work under the Contract. I agree that I will not access any information or data from DRMIS that is not specifically required to perform the work under the Contract.

I acknowledge that Canada has the right to monitor and record all activities associated with the use of DND computer systems.

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 or any information from the DRMIS system or any other DND computer systems to any person other than a person employed by my employer or Canada who has a need to know for purposes of carrying out the work under the contract. I undertake to safeguard the same and take all necessary and appropriate measures required by my employer, 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 agree that any information provided to my employer by or on behalf of Canada must be used solely for the purpose of the work under the Contract and will remain the property of Canada or a third party, as the case may be.

In addition to any remedies against me at law, I have been advised by my employer that, if it is demonstrated that I have breached this agreement or planned or attempted to breach this agreement, I

Solicitation No. - N° de l'invitation
W8485-23SA01/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
237bb

Client Ref. No. - N° de réf. du client
W8485-23SA01

File No. - N° du dossier
237bb W8485-23SA01

CCC No./N° CCC - FMS No./N° VME

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may be prevented for a period of time from working on any bid in certain future competitive procurements by Canada.

I agree that the obligations of this agreement will survive the completion of the Contract Serial No.:
_____ (*enter contract number upon signing*).

Name (*please print*)

Company Name

Signature

Date