



U.S. Department
of Transportation
**Federal Aviation
Administration**

eFAST MOA ATTACHMENT J-7

NON-DISCLOSURE OF INFORMATION AGREEMENT

The purpose of this Non-Disclosure Agreement is to ensure that no information of a commercially sensitive, which is obtained by virtue of participation under this contract, is disclosed by an individual working under this contract to other persons, companies or organizations; and that such information is not used by other persons, companies or organizations to obtain an unfair advantage.

AGREEMENT

I, the undersigned agree that I will not disclose to any person, company or organization not working under this contract any information learned by me as a result of my participation in the work under this contract, the disclosure of which might, directly or indirectly, afford some person, company or organization an unfair competitive advantage. In addition, I will not disclose any information that pertains to internal agency communications regarding the acquisition, such as, but not limited to, acquisition plans, budgeting information, source selection plans, source selection evaluation memoranda or reports, technical analyses and recommendations, unless such release of information is authorized by appropriate agency officials.

I am aware of and will abide by the requirements of 18 U.S.C. 1905, which states:
"Whoever, being an officer or employee of the United States or of any department or agency thereof, any person acting on behalf of the Office of Federal Housing Enterprise Oversight, or agent of the Department of Justice as defined in the Antitrust Civil Process Act (15 U.S.C. 1311–1314), or being an employee of a private sector organization who is or was assigned to an agency under chapter 37 of title 5, publishes, divulges, discloses, or makes known in any manner or to any extent not authorized by law any information coming to him in the course of his employment or official duties or by reason of any examination or investigation made by, or return, report or record made to or filed with, such department or agency or officer or employee thereof, which information concerns or relates to the trade secrets, processes, operations, style of work, or apparatus, or to the identity, confidential statistical data, amount or source of any income, profits, losses, or expenditures of any person, firm, partnership, corporation, or association; or permits any income return or copy thereof or any book containing any abstract or particulars thereof to be seen or examined by any person except as provided by law; shall be fined under this title, or imprisoned not more than one year, or both; and shall be removed from office or employment."

NAME: _____

(printed or typed)

SIGNATURE: _____ DATE: _____

COMPANY OR AGENCY NAME _____

ADDRESS: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

MOA #/Contract#: _____