



ACKNOWLEDGMENT OF NON-DISCLOSURE AGREEMENT and/or CONTRACT COVENANTS

AND

INCORPORATION OF AGREEMENT and/or COVENANTS BY REFERENCE

THIS ACKNOWLEDGMENT and AGREEMENT is made as of \_\_\_\_\_ 2021, by and between \_\_\_\_\_ an employee of the University of Alabama in Huntsville (hereinafter referred to as "Employee"), and The Board of Trustees of the University of Alabama, for and on behalf of The University of Alabama in Huntsville (hereinafter referred to as "UAH"), an Alabama institution, with offices located at 301 Sparkman Drive, Huntsville, Alabama 35899, and entered into with reference to the following:

- A. UAH has entered into a Proprietary Information Non-Disclosure Agreement and/or a Contractual Agreement with proprietary information protection covenants with \_\_\_\_\_ dated \_\_\_\_\_ 2021 (collectively, the "NDA"); and
- B. Purpose of the access to information (hereinafter referred to as the "Program") is to discuss potential teaming opportunities, proposal support, review data, and/or contract performance \_\_\_\_\_ and
- C. Employee, on behalf of UAH, will be integrally involved in the discussions regarding teaming opportunities, proposal support or contract performance for the Program; and
- D. For purposes of conducting such discussions or contract performance and in the course thereof, it will be necessary for the parties to the NDA and the Employee to disclose certain information to each other which the parties to the NDA may deem to be proprietary ("Proprietary Information"); and
- E. The parties to the NDA deem it necessary to obtain the Employee's acknowledgment of and agreement to be individually bound by the terms and provisions of the NDA regarding protecting Proprietary Information;

NOW, THEREFORE, in consideration of the obligations and covenants created herein, the Employee agrees as follows:

1. ACKNOWLEDGMENT AND INCORPORATION BY REFERENCE

Employee has been provided a copy of the NDA terms referenced above. Employee has read and agrees to be bound by the terms, conditions and covenants of the NDA, and the NDA is incorporated herein by reference as if fully set forth herein. Notwithstanding, and if applicable, the Employee further agrees to treat proprietary information and/or data in accordance with provisions of FAR 9.505-4 and exercise diligent effort to protect such proprietary information and/or data from unauthorized use or disclosure. Where ever the term "Recipient", "Receiving Party" or "Contractor" or such other similar term appears in the NDA, such term shall have the same meaning and be applicable to Employee as it does UAH.

2. TERM: The term of this agreement is as stated in the NDA incorporated herein by reference, unless sooner terminated or extended as provided in the NDA. In the event Employee terminates his/her employment with UAH, Employee continues to be bound by the terms, conditions and/or covenants of the NDA.

3. UAH PROPRIETARY INFORMATION PROTECTION TRAINING

By execution of this Agreement, Employee certifies to UAH that he/she has viewed in its entirety and completed the UAH Proprietary Information Protection Training presentation as provided online within the website of UAH/Research/ Office of Sponsored Programs/Training. In addition to complying with the terms and conditions of the NDA, Employee agrees to comply with the procedures stated in the UAH Proprietary Information Protection Training unless in contradiction to the NDA, in which case, the NDA shall control.

4. INFORMATION ASSURANCE AWARENESS TRAINING

By execution of this Agreement, Employee certifies to UAH that he/she has viewed in its entirety and completed the Information Assurance Awareness Training presentation as provided online within the website of <https://public.cyber.mil/training/cyber-awareness-challenge/>.

5. EXPORT CONTROL TRAINING

By execution of this Agreement, Employee certifies to UAH that he/she has viewed in its entirety and completed the Export Control Training presentation for Export Control Certification as provided online within the website of [UAH/Research/Research Security Administration/Export Control/Training](#) and is Export Control Certified. Further, Employee certifies that his/her Export Control Certification is current in all respects.

Employee acknowledges his/her acceptance of this Agreement by the signature below.

\_\_\_\_\_  
Employee (Signature)

Name: \_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

\_\_\_\_\_  
Gloria W. Greene, MA, CRA (Signature)

Director, Office of Sponsored Programs

*For and on behalf of The Board of Trustees  
of the University of Alabama*

Date: \_\_\_\_\_