

Attachment J.2 – Non-Disclosure Agreement – Contractor

NON-DISCLOSURE AGREEMENT (Technology Services Vendors)

This Non-Disclosure Agreement (this “**Agreement**”), dated as of _____, 20 , is made by and between _____ (the “**Contractor**”) and The Office of the Chief Administrative Officer of the U.S. House of Representatives (the “**CAO**”). The Contractor is a prospective offeror of (1) correspondence management system or constituent relationship management software services, (2) computer hardware maintenance services, and/or (3) systems administration support services (collectively, “**Technology Services**”) to one or more offices within the U.S. House of Representatives (the “**House**”). As the contracting officer of the House, the CAO agrees to make available to the Contractor certain non-public, confidential and proprietary information about the House.

“Confidential Information” means any information disclosed to the Contractor by the CAO or the House, including, but not limited to: (a) security practices, operational information, business plans, customer data, customer lists, customer names, designs, documents, drawings, engineering information, hardware configuration information, processes, products, product plans, research, services, specifications, software, source code and trade secrets; and (b) any other information designated (orally or in writing) as “confidential,” “proprietary” or of such nature that a reasonable person would understand such information to be confidential to the CAO or the House.

The Contractor agrees that hereafter it shall (i) treat all Confidential Information confidentially, and (ii) use the Confidential Information solely for the purpose of evaluating the possible procurement of Technology Services (and, if such procurement is made, for the purpose of performing such Technology Services). The Contractor further agrees to require each of its employees and agents to sign a form that would bind them in writing to protect the confidentiality of such Confidential Information. All documents containing Confidential Information and all copies thereof shall be promptly returned to the CAO upon the CAO’s request.

The Contractor understands that the CAO may seek any remedy available to it to ensure compliance with this Agreement, including, but not limited to, application for a court order prohibiting the disclosure of Confidential Information and/or disqualification from the solicitation and contracting process. The Contractor agrees that if the terms and conditions of this Agreement are violated, the Contractor and its employees and agents may be subject to administrative, civil or criminal action.

THE OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER OF THE U.S. HOUSE OF REPRESENTATIVES

CONTRACTOR _____

By: _____

Name:

Title: