# ATTACHMENT 5, NONDISCLOSURE AGREEMENT

**Creative Sensitive Information**

NONDISCLOSURE AGREEMENT

AGREEMENT BETWEEN

Name (Print) AND

CREATIVE ASSOCIATES

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to “Creative Sensitive Information” or approval to work on a Creative project identified as “Sensitive,” when information and projects are designated as such. As used in this Agreement, “Creative Sensitive Information” includes marked or unmarked sensitive information, including oral communications as well as the mere identification of the sensitive project being worked on (to include identifying characteristics of the project, including identification of the target country), to anyone outside the project or without a need to know about the information, whether within or outside of the Company. I understand and accept that by being granted access to sensitive projects and information, special confidence and trust is being placed in me by Creative Associates.
2. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of Creative Sensitive Information by me could cause damage or irreparable injury to the Company or could be used to advantage by outsiders, including competing organizations or even foreign nations. I hereby agree that I will never divulge such information to anyone unless: (a) I am fully satisfied that the recipient has been properly authorized by Creative Associates or the U.S. Government (or other client) to receive it, or (b) I have been given prior written notice of authorization from the

Creative Associates manager with responsibility for the project that such disclosure is permitted. I understand that if I am uncertain about the sensitive status of information, or the status of the potential recipient of such information, I am required to confirm from an authorized official that the information is non- sensitive, or that the recipient is cleared to receive the information, before I may disclose it.

1. I have been advised that any breach of this Agreement may result in my removal from a position of special confidence and trust within the Company; or the termination of my employment or other relationship (e.g., consultancy) with Creative Associates.
2. I understand that Creative Associates may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement and recovery of damages including any unjust enrichment from my breach of this Agreement
3. I understand that all Creative Sensitive Information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of, Creative Associates unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all Creative Sensitive Information which has, or may come into, my possession or for which I am responsible because of such access: (a) upon demand by an

authorized representative of the Company; (b) upon the conclusion of my employment or other relationship (e.g., consultancy) with the Company. If I do not return such material upon request, I understand that this constitutes a *Per se*, automatic, violation of this Agreement.

1. Unless and until I am released in writing by an authorized representative of Creative Associates, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to Creative Sensitive Information, and at all times thereafter.
2. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
3. Nothing in this Agreement shall be construed to supersede or diminish any other confidentiality provisions or client specific restrictions included in any other agreements between Consultant and Creative.
4. I have read this Agreement carefully and my questions, if any, have been answered.

SIGNATURE

DATE

ID NUMBER