

Attachment 1
Non-Disclosure Agreement
Centers for Disease Control and Prevention
Department of Health and Human Services
Non-Disclosure Agreement

An agreement between the [name of Coordinating Center, Center, Institute or Office], Centers for Disease Control and Prevention (CDC), Department of Health and Human Services (HHS) and [name of Individual].

1. I acknowledge that I have been given access to information, which may include personally identifiable, proprietary, privileged, or sensitive information (THE INFORMATION), by [name of Coordinating Center, Center, Institute or Office] to facilitate the performance of my contract with or assignment to CDC. I understand that it is my responsibility to safeguard THE INFORMATION and to refrain from further disclosing it without prior [name of Coordinating Center, Center, Institute or Office] approval.
2. I have been advised that any breach of this Agreement may result in the termination of my access to THE INFORMATION and termination of my contract with or assignment to CDC. I understand that unauthorized disclosure or other misuse of information protected by the Privacy Act of 1974 may result in a fine up to \$5,000.00 and/or other penalties. In addition, I have been advised that unauthorized disclosure or other misuse of information covered under the federal Trade Secrets Act (18 USC 1905) may result in a fine, or imprisonment up to 1 year, or both.
3. I understand that THE INFORMATION remains the property of and under the control of the United States Government. I agree that I must return THE INFORMATION in my possession or for which I am responsible:
 - A. upon demand by [name of Coordinating Center, Center, Institute or Office];
 - B. upon the conclusion of my relationship with [name of Coordinating Center, Center, Institute or Office]; or
 - C. upon the conclusion of my relationship that requires access to THE INFORMATION .
4. Unless I am released in writing by an authorized [name of Coordinating Center, Center, Institute or Office] representative, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to THE INFORMATION, and all times thereafter.

WITNESS:

**THE EXECUTION OF THIS AGREEMENT WAS
WITNESSED BY THE UNDERSIGNED**

SIGNATURE: _____

NAME (Printed): _____

DATE: _____

ACCEPTANCE:

**THE UNDERSIGNED ACCEPTED THIS AGREEMENT
BEFORE ACCESSING THE INFORMATION.**

SIGNATURE: _____

NAME (Printed): _____

DATE: _____