

**F. Youth Risk Behavior Survey Questionnaire Supplemental Documents**

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## **F1. Parental Permission Form Distribution Script**

## **Instructions to be Read When Distributing Permission Forms**

A

Dear Teacher:

You may wish to read this as you distribute the parental permission forms to encourage student participation in the 2013 national Youth Risk Behavior Survey.

Thank you.

Our class has been selected to participate in the 2013 national Youth Risk Behavior Survey conducted by the Centers for Disease Control and Prevention. This survey is designed to focus on health-risk behaviors, such as smoking or alcohol and drug use, that cause problems during both youth and adulthood.

Your participation in the survey is very important as you represent thousands of students around the country. Each of you will receive a parental permission form to take home for a parent or guardian to sign and check “yes” or “no.” Please bring this form back within **three days**. You must return this form to take part in the survey.

**IF YOU DO NOT HAVE A SIGNED PARENTAL  
PERMISSION FORM,  
YOU MAY NOT TAKE THE SURVEY.**

## **F2. Parental Permission Form and Fact Sheet (English Version)**

## PARENTAL PERMISSION FORM

Our school is taking part in the 2013 national Youth Risk Behavior Survey (YRBS). This research project is sponsored by the Centers for Disease Control and Prevention (CDC). The survey will ask about the health behaviors of 9th through 12th grade students. The survey will ask about nutrition, physical activity, injuries, tobacco, alcohol, and other drug use. It also will ask about sexual behaviors that lead to pregnancy and sexually transmitted diseases, including HIV.

Students will be asked to fill out a survey that takes about 35 minutes to complete.

Doing this paper and pencil survey will cause little or no risk to your child. The only potential risk is that some students might find certain questions to be sensitive. The survey has been designed to protect your child's privacy. Students will not put their names on the survey. Also, no school or student will ever be mentioned by name in a report of the results. Your child will get no benefit right away from taking part in the survey. But the results of this survey will help your child and other children in the future. We would like all selected students to take part in the survey, but the survey is voluntary. No action will be taken against the school, you, or your child, if your child does not take part. Students can skip any questions that they do not wish to answer. In addition, students may stop participating in the survey at any point without penalty. If you would like to see the survey, a copy is available in the school office.

State and local school officials and a review board at CDC have approved the survey. You or your child may have questions about your child's rights as a participant in this research survey. If so, please call the CDC Human Research Protections Office at 1-800-584-8814. Please leave a brief message with your name and phone number. Say that you are calling about CDC protocol #1969. We will return your call as soon as possible.

Please read the section below and check one box. Then, sign the form and **return it to the school within 3 days**. Please see the other side of this form for more facts about the survey. If your child's teacher or principal cannot answer your questions about the survey, call Kate Flint, Project Director, toll-free at 1-800-675-9727. Thank you.

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Child's name: \_\_\_\_\_

Grade: \_\_\_\_\_

I have read this form and know what the survey is about.

Please check one box:

**YES**, my child may take part in this survey.

**NO**, my child may **not** take part in this survey.

Parent or guardian's signature: \_\_\_\_\_ Date: \_\_\_\_\_



## SURVEY FACT SHEET

**Q. Why is the 2013 national YRBS being done?**

A. The Centers for Disease Control and Prevention (CDC) will use the survey results to help measure how many youth practice health risk behaviors. The survey results also will be used to create school health programs to help reduce these behaviors.

**Q. Are sensitive questions asked?**

A. Yes. Some questions may be considered sensitive. AIDS, HIV infection, and other sexually transmitted diseases (STDs) are major health problems. Sexual intercourse and intravenous drug use are among the behaviors known to increase the risk of HIV or other STDs. The only way to determine if adolescents are at risk of becoming infected with HIV or other STDs is to ask questions about these behaviors. Attempted suicide, tobacco use, alcohol and other drug use, and weapon-carrying also may be considered sensitive topics. Questions are presented in a straightforward and sensitive manner in recognition of these topics.

**Q. Will student names be used or linked to the surveys?**

A. No. The survey has been designed to protect your child's privacy. Teachers are not involved directly. Specially trained staff will administer the survey in each selected school. Students do not put their name on the survey. When students finish the survey, they place the survey in an envelope and seal it shut. The envelopes are then placed in a large box or envelope.

**Q. Do students take the survey more than once to see how their behaviors change?**

A. No. Each year a new sample of states, schools, and students is selected. Students who take part one year cannot be tracked because their names are not on the survey.

**Q. How was my child selected to be in the survey?**

A. About 15,000 students from approximately 200 schools were selected to take part across the country. One or two classes (about 25 to 50 students) in each grade 9 through 12 were picked randomly to take part in each school.

**Q. How long does it take to fill out the survey? Does the survey include a physical test?**

A. One class period is needed to fill out the survey, which has 92 multiple-choice questions. The survey does not include a physical test or exam.

**Q. Can I see the questions my child will be asked?**

A. Yes, a copy of the survey is at your child's school.

**Q. Does the survey have national support?**

A. Yes. The survey is supported by many major national organizations interested in the health of youth, including: American Academy of Pediatrics; American Association of School Administrators; Association of State and Territorial Health Officials; Council of Chief State School Officers; National Association of State Boards of Education; National Association of Secondary School Principals; National Catholic Educational Association; National Education Association Health Information Network; National PTA; and the National School Boards Association.

### **F3. Parental Permission Form and Fact Sheet (Spanish Version)**



## FORMULARIO DE PERMISO DE LOS PADRES

Nuestra escuela está participando en la Encuesta Nacional 2013 de Comportamientos Riesgosos de los Jóvenes (YRBS). Esta investigación es auspiciada por los Centros del Control y la Prevención de las Enfermedades (CDC). Esta encuesta incluye preguntas sobre los comportamientos de salud de los estudiantes en los grados 9 hasta 12. Las preguntas son sobre comportamiento nutritivo; actividad física; las lesiones; y el uso del tabaco, el alcohol, y otras drogas. También, hay preguntas sobre los comportamientos sexuales que resultan en los embarazos y las enfermedades transmitidas sexualmente, incluyendo el VIH.

Les piden a los estudiantes que completan un cuestionario. Necesitan 35 minutos para completarlo.

Contestar este cuestionario de papel y lápiz representa poco o ningún riesgo para su hijo/a. El único riesgo es que a algunos estudiantes, ciertas preguntas les parezcan sensitivas. Los procedimientos de administración de encuesta fueron diseñados para proteger la privacidad de su hijo/a. Los estudiantes no escriben sus nombres en los cuestionarios. Ninguna escuela o estudiante será identificado en los informes que se publiquen. Su hijo/a no recibirá beneficios inmediatos por llenar la encuesta, pero los resultados de esta encuesta ayudarán a su hijo/a y otros en el futuro. Es muy importante que cada estudiante escogido participe, pero la decisión de participar es voluntaria. No le traerá repercusiones a la escuela, a usted, o a su hijo/a si decide que su hijo/a no participe. Los estudiantes pueden omitir algunas preguntas si quieren. También, los estudiantes puede terminar su participación cuando ellos gusten, sin repercusiones. Hay una copia del cuestionario en la oficina de la escuela para revisar.

Oficiales estatales y locales y un comité de revista a CDC han probado la encuesta. Es posible que usted o su niño tiene preguntas sobre sus derechos como un participante en esta investigación. Si es así, por favor, llame a la Oficina de las Protecciones de la Investigación Humana de CDC a (800) 584-8814. Deje un mensaje breve, incluyendo su nombre, su número del teléfono, y el número de protocolo CDC #1969. Se le llamará a usted pronto.

Por favor lea la sección abajo. Marque una respuesta apropiada y **devuelva el formulario firmado a la escuela en tres días**. Hay más información en el reverso de este formulario. Si la maestra de su hijo/a o el principal de su escuela no le pueden contestar sus preguntas sobre la encuesta, puede llamar a Beth Sundberg al 1(866) 877-8130. Muchas gracias por su cooperación.

Nombre de su hijo/a: \_\_\_\_\_ Grado: \_\_\_\_\_

Yo he leído y entiendo este formulario respecto a la encuesta.

Marque una caja por favor:

Mi hijo/a tiene mi permiso para participar en esta encuesta.

Mi hijo/a no tiene mi permiso para participar en esta encuesta.

Firma de padre o madre/guardián legal: \_\_\_\_\_ Fecha: \_\_\_\_\_

Número de teléfono: \_\_\_\_\_

Esta encuesta está dirigida bajo la autoridad de la Ley de Servicios de Salud Pública (42 USC 241).



## HOJA DE HECHOS

**P. ¿Por qué administra la encuesta?**

**R.** Los Centros del Control y la Prevención de Enfermedades (CDC) usarán los resultados para medir aquellos comportamientos riesgosos con respeto a la salud que practican los adolescentes. Los resultados se usarán para diseñar los programas de educación y otras estrategias para reducir estas conductas.

**P. ¿Son las preguntas sensitivas?**

**R.** Sí. Algunas preguntas pueden considerarse sensitivas. El SIDA, el VIH, y otras enfermedades transmitidas sexualmente son problemas de salud mayores. La cópula sexual y el uso de drogas inyectadas pueden aumentar el riesgo del VIH y otras enfermedades transmitidas sexualmente. La única manera determinar cuántos adolescentes están en riesgo es preguntarles sobre estos comportamientos. El intento de suicidio; el uso de tabaco, alcohol, y otras drogas; y el portar armas pueden considerarse asuntos sensitivos. A causa de estos asuntos sensitivos, las preguntas serán presentadas en una manera sensitiva y directa.

**P. ¿Se usarán los nombres de los estudiantes o podrán ser identificados en los cuestionarios?**

**R.** No. Los procedimientos de administración de encuesta fueron diseñados para proteger la privacidad de su hijo/a. La encuesta será administrada por personas especialmente adiestradas en este campo. Los estudiantes no se ponen sus nombres en los cuestionarios. El estudiante pondrá su cuestionario (que no contiene identificadores o su nombre) en su propio sobre cerrado. Entonces, los sobres se colocarán en una caja grande.

**P. ¿Conducirá la encuesta con los mismos estudiantes otra vez en el futuro para estudiar como las practicas cambian?**

**R.** No. Cada año, una nueva muestra de los estados, las escuelas, y los estudiantes se seleccionará. Será imposible identificar a los estudiantes que participen porque no se va a coleccionar información que les identifiquen.

**P. ¿Como fue seleccionado a mi hijo/a?**

**R.** En total, 15,000 estudiantes de 200 escuelas en 27 estados fueron seleccionados para la YRBS nacional. Uno o dos clases de estudiantes (alrededor de 25-50 estudiantes) en cada grado 9 -12 se seleccionarán al azar para realizar la encuesta en cada escuela.

**P. ¿Cuánto tiempo necesita la encuesta? ¿Hay un examen físico?**

**R.** El cuestionario de papel y lápiz que contiene 92 preguntas será administrado durante un período de clase normal (45 minutos) No hay examen físico.

**P. ¿Tiene la encuesta amplio respaldo?**

**R.** La encuesta ha recibido respaldo extenso de muchas organizaciones nacionales interesadas en la salud de jovenes. La Academia Americana de Pediatría; La Asociación Para el Adelanto de la Educación Para la Salud; La Asociación Americana de Administradores Escolares; La Sociedad Americana Contra El Cáncer; La Asociación Médica Americana; Asociación Americana Para la Salud Escólar; La Asociación de Directores Estatales y Territoriales de Promoción de Salud y Educación en Salud Pública; Asociación de Oficiales Estatales y Territoriales de Salud; El Concilio de Oficiales Principales Escolares; El Instituto Para el Desarrollo de La Juventud; Asociación Nacional de las Juntas Estatales de Educación; La Asociación Educacional Nacional; El Red de Información Nacional Para los Jovenes; La Asociación Nacional de Padres y Maestros (PTA); La Asociación Nacional de Las Juntas Escolares; y La Sociedad de Directores Estatales Para Salud, Educación Física, y Recreo han proveído cartas de suporta. Representativos de más que 100 agencias de educación estatales y locales y 19 agencias federales han ayudado en el desarrollo de la encuesta.

**F4. Parental Permission Form Reminder Notice (English Version)**

## **REMINDER**

Dear Parent(s):

Your son or daughter's school is taking part in a national survey of health behaviors.

Recently, a parental permission form was sent home with your child. As yet, it has not been returned.

A second copy of the permission form and fact sheet is attached. Please read the form, check the appropriate box, sign the form, and return it to the school within three days.

Thank you.

**F5. Parental Permission Form Reminder Notice (Spanish Version)**

## **RECORDATORIO**

La escuela de su hijo/a está participando en una encuesta nacional sobre el comportamiento de riesgo de salud que practica los adolescentes.

Recientemente, un formulario de permiso fue enviado a su hogar. Hasta este momento, no se ha vuelto.

Una copia segunda del formulario está incluido. Por favor lea este formulario, márque la contestación propio y devuélvalo a la escuela a lo mas tardar en tres días.

Muchas gracias.

## **F6. Questionnaire Administration Guide**

## **DATA COLLECTOR SURVEY ADMINISTRATION GUIDE NATIONAL YOUTH RISK BEHAVIOR SURVEY**

- STEP 1 -     VERIFY THAT ALL ASSEMBLED STUDENTS HAVE COMPLETED APPROPRIATE PERMISSION FORM PROCESS REQUIRED FOR THIS SCHOOL AND THAT NONPARTICIPATING STUDENTS (IF ANY) HAVE AN ALTERNATE ACTIVITY.
- STEP 2 -     AFTER STUDENTS ARE SEATED, DISTRIBUTE (OR ASK TEACHERS TO DISTRIBUTE) PENCILS AND STUDENT ENVELOPES. DO NOT DISTRIBUTE QUESTIONNAIRE BOOKLETS.
- STEP 3 -     INTRODUCE YOURSELF AND THE SURVEY TO THE CLASS.

I'd like to thank each of you for participating in the national Youth Risk Behavior Survey today. This survey is being conducted on behalf of the Centers for Disease Control and Prevention (also known as CDC). Participating in this survey is voluntary and your grade in this class will not be affected, whether or not you answer the questions. You may skip any questions you do not wish to answer. However, only a limited number of students like yourselves are participating in this survey in schools all over the Nation. The answers you give are very important so the results are accurate.

I would like to emphasize that this is not a test of you or this school. In order to develop better education programs, educators and health officials must find out if students like yourselves are engaging in risky behaviors. These behaviors may include sexual behaviors; drug use; alcohol and tobacco use; lack of physical activity; poor nutritional habits; or behaviors that may lead to unintentional injury or violence.

- STEP 4 -     DISTRIBUTE QUESTIONNAIRES/STUDENT ENVELOPES. EMPHASIZE PRIVACY/ ANONYMITY.

Throughout the entire survey process, we will maintain strict procedures to protect your privacy and allow for your anonymous participation. Because the survey is anonymous, no one will know *your* answers. Please **do not** write your name on the questionnaire booklet or envelope. Your answers are private and we do not want to know your name. Results of this survey will never be reported by names, class, or school. When you finish the survey, place your survey booklet in the envelope provided, seal it, and leave it on your desk.

PAUSE HERE TO ANSWER ANY QUESTIONS...



STEP 5 - INSTRUCT THE CLASS IN FILLING OUT QUESTIONNAIRE.

Now I would like you to look at the questionnaire. Please take a moment to read the instructions on the front cover of the questionnaire.

(PAUSE)

Use the No. 2 pencil you have been given to fill out this survey. Do not use a pen or some other pencil. Notice that for each question on the survey, there is a corresponding set of ovals. For each question, choose the answer that best fits what you know, feel, or do, then fill in the corresponding oval. If you must change an answer, erase your old answer completely.

When you are finished, look over your booklet to make sure that you haven't skipped any questions you wanted to answer. We have allowed 35 minutes for completing the survey. If you finish before that time, place your survey booklet in the envelope, seal it, and stay seated until I ask you to turn it in. It is important that you answer the questions based on what you really know, believe, and do. Don't pick a response just because you think that's what someone wants you to say. **Your teacher and I are not allowed to answer any questions. Simply do the best that you can.** Please begin.

**NOTE TO DATA COLLECTOR:  
(DO NOT READ ALOUD TO STUDENTS)**

While students are taking the survey, work with the teacher to complete the Data Collection Checklist, Make-up list, and fill out the label on the front of the 10 x 13 class envelope. Remember when calculating the enrollment, please do not count students who are on the rolls but for all practical purposes have dropped out, are on suspension, or are on extended medical absence. Please write down the number of booklets enclosed.

STEP 6 - AT THE END OF CLASS PERIOD, COLLECT QUESTIONNAIRES.

STEP 7 - THANK PARTICIPANTS.

The CDC would like to thank all of you for participating in this survey. The information you have provided will be used to develop better health education programs for students like yourselves all around the Nation. If you have any questions related to the topics on the survey, please contact: \_\_\_\_\_.

STEP 8 - THANK THE TEACHER.

## **F7. Data Collector Confidentiality Agreement**

**CONFIDENTIALITY, INTELLECTUAL PROPERTY,  
NON-COMPETITION AND NON-SOLICITATION AGREEMENT  
(NOT FOR USE IN CALIFORNIA)**

**Employee:** \_\_\_\_\_  
Print Full Name

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

THIS CONFIDENTIALITY, INTELLECTUAL PROPERTY, NON-COMPETITION AND NON-SOLICITATION AGREEMENT ("Agreement") is made and entered into as of the date written above by the above-named person ("Employee") for the benefit of ICF CONSULTING GROUP, INC. (together with all of its subsidiaries, "the Company").

WHEREAS, Employee is (or has been offered a position as) an employee of the Company; and

WHEREAS, Employee will have access to and may create confidential and proprietary information about the Company and its clients and customers, the improper use or disclosure of which could interfere with or disrupt the Company's business;

NOW THEREFORE, in consideration, and as part of the terms of my employment or continued employment by the Company, the salary or wages paid me during such employment and the mutual promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employee agrees as follows:

1. Confidentiality.

(a) Confidential Information Defined. For purposes of this Agreement, the term "Confidential Information" means any information, whether or not reduced to writing, (i) that is not generally known in the Company's trade or industry, (ii) that the Company treats, or is obligated to treat, as confidential, and (iii) that Employee may create or have access to as a result of his or her employment with the Company and the physical embodiments of such information in any tangible form. Notwithstanding the foregoing, Confidential Information does not include (i) information that becomes publicly known (other than through any unauthorized act) or (ii) general information, knowledge and skill that Employee may learn during his or her employment with the Company or that Employee may have learned in the course of similar employment or work elsewhere in the Company's industry.

(b) Non-Disclosure and Use. During the term of his or her employment and thereafter, Employee agrees (i) not to disclose Confidential Information to unauthorized persons, (ii) not to copy or use Confidential Information for unauthorized purposes, and (iii) to comply with any procedures that the Company may adopt to preserve the confidentiality of Confidential Information.

(c) Ownership. Employee acknowledges that the Company owns all right, title and interest in and to Confidential Information and that he or she acquires no right, title or interest in any Confidential Information by virtue of employment by the Company or access to or creation of Confidential Information.

(d) Return. Upon termination of his or her employment with the Company for any reason, Employee agrees to deliver to the Company all copies of any data, records, documents, materials and other physical embodiments containing any Confidential Information in Employee's possession, including files stored on electronic or other media. Employee understands that he or she may not retain copies of any Confidential Information and must delete files containing any Confidential Information stored on any computer that Employee owns. Employee further agrees, if requested by the Company, to confirm in writing that he or she complied with the foregoing obligations and to attend a termination interview with a representative of the Company to discuss any questions that Employee may have about his or her continuing obligations under this Agreement.

(e) Publication. Employee agrees not to submit any writing for publication or deliver any speech that contains any information relating to the business of the Company, unless Employee receives advance written clearance from an authorized representative of the Company.

## 2. Inventions.

(a) Inventions Defined. For the purposes of this Agreement, "Inventions" mean any concepts, ideas, processes, designs, specifications, improvements, discoveries or other developments, whether or not reduced to practice or patentable, that Employee conceives or creates, in whole or in part, alone or jointly with others, during Employee's employment by the Company, whether during normal work hours or otherwise, which (i) directly relate to the Company's business (including without limitation the Company's present or contemplated products and research) or to tasks assigned to Employee by or on behalf of the Company or (ii) are written or developed using any of the Company's equipment, facilities, materials, trade secrets, labor, money, time or other resources. Inventions also shall be deemed to include any concepts, ideas, processes, designs, specifications, improvements, discoveries or other developments, whether or not reduced to practice or patentable, that Employee conceives or creates within 180 days after his or her employment with the Company ends and that directly relate to the Company's business as conducted prior to the date Employee's employment ended or to any tasks assigned to Employee by or on behalf of the Company at any time during the last three (3) years of his or her employment by the Company.

(b) Disclosure and Assignment of Inventions. Employee agrees that he or she will promptly disclose to the Company all Inventions and that all Inventions shall be the sole and exclusive property of the Company. Employee hereby assigns to the Company all of his or her right, title and interest in all Inventions.

(c) Patents. During the period of Employee's employment with the Company and at any time thereafter, Employee shall, upon the Company's request, execute U.S. and foreign patent applications and any assignments and other legal documents necessary to transfer all right, title and interest in and to the Inventions to the Company and assist, at the Company's request

and expense, in any proper manner in obtaining and enforcing such patents. In the event that the Company is unable, after reasonable effort, to secure Employee's signature on any such applications and other legal documents for any of the aforesaid purposes, Employee hereby irrevocably designates and appoints the Company and its duly authorized directors, officers and agents as his or her agent and attorney-in-fact, to do all lawfully permitted acts (including but not limited to the execution, verification and filing of applicable documents) with the same legal force and effect as if performed by Employee.

(d) Preexisting Inventions. Employee has identified on Exhibit A to this Agreement, by title and dates of documents describing them, all inventions in which Employee has any right, title or interest and which Employee conceived or created at any time prior to the start of his or her employment by the Company.

3. Written Materials. Employee acknowledges and agrees that all writings and works of authorship, including without limitation, analyses, memoranda, proposals, reports, speeches, studies, software, logic diagrams, flow charts, decision charts, drawings, procedural diagrams, documentation manuals of any kind produced by Employee related to or in the course of his or her work for the Company ("Works") are works made for hire and the property of the Company, including, without limitation, any copyrights in those Works. To the extent any such Works may not, by operation of law or otherwise, be a work made for hire, Employee hereby assigns to the Company the ownership of and all copyrights in and to such Works, whether published or unpublished, and the right to secure renewals of such copyrights. Employee further agrees upon request to execute such specific assignments or instruments and take any action necessary to enable the Company to secure all copyright rights in such Works and/or extensions or renewals thereof.

4. Incorporation of Preexisting Materials. Employee agrees to inform the Company of any actual or potential conflicts between his or her work for the Company and any rights Employee claims to any works of authorship, inventions or ideas before using the same on the Company's behalf. Unless the Company otherwise agrees in writing, Employee agrees not to include or otherwise incorporate into any Inventions or Works any preexisting materials, except for preexisting materials owned by Employee or the Company. To the extent that any preexisting materials owned by Employee are contained or embedded in any Inventions or Works or are necessary to the proper operation or use thereof and in the absence of a written agreement with the Company to the contrary, Employee hereby grants to the Company an irrevocable, perpetual, worldwide, fully-paid, royalty-free, nonexclusive license to use such preexisting materials in any manner and prepare derivative works thereof in connection with the use, operation, modification, transfer or disposition of such Invention or Works. Employee hereby agrees to indemnify and hold the Company harmless from any claim that the Company's use of any preexisting materials that Employee includes or otherwise incorporates into any Invention or Works is infringing.

5. Non-Competition and Non-Solicitation. During Employee's employment with the Company and for a period of one (1) year after such employment terminates for any reason, Employee shall not, directly or indirectly, whether as an employee, agent, partner, member, consultant or in any other capacity:

(a) Follow-on Contracts. Assist any person or entity (other than the Company) in any competition for award by a customer of a contract for the same services (i) that the Company performed for that customer and (ii) that Employee either performed or managed for that customer or about which Employee learned Confidential Information during his or her last year of employment with the Company; or

(b) Customers. Perform or manage for any customer the same services that Employee either performed or managed for that customer or about which Employee learned Confidential Information during his or her last year of employment with the Company, assist any person or entity (other than the Company) to pursue a contract to provide such services for that customer, or without the Company's prior written consent perform or manage such services for that customer as its employee (provided that nothing contained herein shall prohibit Employee from performing or managing services for that customer on behalf of any person or entity (other than the Company) pursuant to a contract awarded as a result of a competitive procurement in which the Company was an unsuccessful offeror); or

(c) Other Business Opportunities. Assist any person or entity (other than the Company) in pursuing a contract or order to satisfy a particular customer requirement if, while Employee was employed by the Company, the Company was pursuing (or had decided to pursue) a contract or order to satisfy that customer requirement and Employee either (i) assisted the Company in developing its business development strategy or proposal for securing such contract or order or (ii) learned Confidential Information regarding such strategy or proposal during his or her employment with the Company

(d) Employees. Solicit for employment (or assist any other person or entity to hire), whether as a part-time or full-time employee, consultant, independent contractor or otherwise any employee of the Company or any former employee of the Company who, as of the date solicited or hired, has not been out of the Company's employ for at least six (6) months or assist any employee of the Company in leaving the employ of the Company; or

(e) Relationships. Interfere with or disrupt the relationship, contractual or otherwise, between the Company and its customers, suppliers, agents, consultants, officers, contractors or employees.

For the purposes of this Section 5, the "customer" with respect to a Governmental agency shall be limited to the office, command, operating unit, group or other sub-entity of an agency to whom Employee provided services while employed by the Company and with whom Employee interacted on behalf of the Company during Employee's employment with the Company.

6. Reasonableness of Non-Competition and Non-Solicitation. Employee acknowledges and agrees that the provisions of Section 5 of this Agreement (i) are reasonable in all respects, including but not limited to the time, scope and geographical limitations, (ii) are no greater than necessary to protect the Company's business from unfair competition, and (iii) will not place an undue burden on Employee's ability to earn a livelihood upon termination of his or her employment relationship with the Company.

7. Injunctive Relief. Employee understands that his or her failure to comply with the obligations under this Agreement will cause the Company to suffer irreparable injury and harm, the full extent of which will or may be impossible to ascertain, and for which monetary damages will not be an adequate remedy. Accordingly, Employee agrees that the Company will, in addition to any other remedies available to it at law or in equity, be entitled to preliminary and permanent injunctive relief to enforce, or to prevent a breach of, the terms of this Agreement without the necessity of posting bond or security, which Employee expressly waives.

8. Nature of Employment. Employee acknowledges and understands that nothing contained in this Agreement shall be construed to modify his or her employment relationship with the Company. This Agreement shall be binding upon Employee irrespective of the duration of Employee's employment by the Company, the reason for its termination or the amount of Employee's wages and/or salary. Employee understands that any failure to comply with the provisions of this Agreement will subject him or her to disciplinary action, including dismissal from the Company.

9. Conflicting Obligations. Employee agrees that he or she will not improperly use or disclose confidential information or trade secrets of any former employer or third person or bring onto the Company's premises any confidential information or trade secrets belonging to any former employer or third person unless Employee has received the prior written consent of such former employer or third party. Employee further agrees to inform the Company of any actual or potential conflicts between Employee's work for the Company and any obligations Employee may have to preserve the confidentiality of another person's proprietary information or materials.

10. Opportunity to Review. Employee acknowledges that he or she has been given an opportunity to review the terms of this Agreement with an attorney of his or her own choosing prior to signing it, and Employee acknowledges that he or she has had ample opportunity to do so.

11. Miscellaneous.

(a) Survival. Employee agrees that each of the obligations specified in this Agreement is a separate and independent covenant that shall survive and continue in full force and effect regardless of the termination, for any reason, or the expiration of my employment by the Company.

(b) Severability. If any provision of this Agreement is held to be overly broad or invalid, thereby making the provision unenforceable, all other provisions will remain in full force and effect. The unenforceable provision will to the extent permissible be applied so as to render the remaining provisions enforceable.

(c) Waivers. The failure of the Company, at any time, to insist upon strict compliance by Employee with any term of this Agreement shall not constitute a waiver of the Company's right to demand strict compliance at any other time. In order to be effective, any waiver of any term of this Agreement must be in a written document signed by the Company.

(d) Headings. The headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(e) Assignability. This Agreement (including the non-compete and non-solicitation provisions) together with any amendments hereto, may be assigned and shall inure to the benefit of Company or any successor of the Company whether by merger, sale of assets, reorganization or otherwise. This Agreement shall be binding upon the Employee's heirs and legal representatives.

(f) Amendments. This Agreement may not be modified or discharged except by a written instrument signed by both the Company and Employee.

(g) Severability. Employee agrees that the unenforceability of any of the covenants or obligations specified in this Agreement shall not preclude the enforcement of any other covenants or obligations in this Agreement.

(h) Choice of Law and Forum. The terms of this Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to conflict of laws rules. Any action relating to or arising from this Agreement may be brought only in a state court of competent jurisdiction in Fairfax County, Virginia or in the United States District Court for the Eastern District of Virginia. Employee stipulates that the State and Federal courts located in the Commonwealth of Virginia shall have personal jurisdiction and venue over him/her for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

(i) Entire Agreement. This Agreement is Employees entire agreement with the Company with respect to its subject matter and its date, superseding any prior or contemporaneous statements, representations or agreements, oral or written.

IN WITNESS WHEREOF, Employee has executed this Agreement as of the date first written above.

\_\_\_\_\_  
\_\_\_\_\_

Employee Signature

\_\_\_\_\_  
\_\_\_\_\_

Employee Name (Please print)



**EXHIBIT A**

**To**

**CONFIDENTIALITY, INTELLECTUAL PROPERTY,  
NON-COMPETITION AND NON-SOLICITATION AGREEMENT**

**Employee:** \_\_\_\_\_  
Print Full Name

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

The following is a complete list of all inventions in which Employee has any right, title or interest which Employee conceived or created at any time prior to the start of his or her employment by the Company:

\_\_\_\_\_ No Inventions.

\_\_\_\_\_ Any and all inventions listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Additional sheets attached.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Name (Please print)