

APPENDIX K02. CONFIDENTIATLY AGREEMENT - SUBCONTRACTORS

**SUBCONTRACTOR EMPLOYEE CONFIDENTIALITY PLEDGE
(National School Foods Study [NSFS])**

I am an employee of _____ (“Employer”), subcontractor to Mathematica Inc. (“Mathematica”), Prime Contractor to the U.S. Department of Agriculture (USDA), Food and Nutrition Services (FNS) (“Client”) for the National School Foods Study (NSFS). I enter into the Subcontractor Employee Confidentiality Pledge (“Pledge”) on the date signed below in accordance with the requirements of my Employer’s subcontract with Mathematica in connection with NSFS (the “Subcontract”).

I understand that the names, and any other identifying facts and information, of individuals, businesses, organizations and families participating in projects conducted for or on behalf of my Employer, Mathematica, or its subsidiaries, and/or Mathematica’s Client are “Confidential information” exclusively owned by Mathematica and/or the Client. I agree that I will not reveal Confidential Information, regardless of how or where I acquired it, to any person unless I have been notified by my Employer that such person has been authorized by the cognizant Mathematica project director or the Mathematica project manager to have access to the information.

I further understand that the unauthorized access to, use, or disclosure of any Confidential Information is a breach of the terms of my Employer’s Subcontract with Mathematica and may subject me to court action by any interested party or to other sanctions by my Employer, Mathematica and/or Mathematica’s Client. I acknowledge that this Pledge shall continue to bind me even after the project(s) is (are) completed and/or even though my Employer’s Subcontract with Mathematica has terminated.

Other than in the course of my work under the Subcontract and/or in connection NSFS, I further agree that I will neither use, nor facilitate the use of, by any third party, in any way, any Confidential Information except by written authorization of Mathematica. It is my understanding that Mathematica and its Client have the exclusive right to all information acquired or developed under the Subcontract. I acknowledge that I acquire no right, title, or interest in and to any data or information to which I have access by reason of my work under the Subcontract and/or in connection with NSFS.

I agree to promptly notify my Employer and/or the cognizant Mathematica project director or project manager, the Survey Operations Center manager or supervisor for survey work, and/or the Mathematica security officer of any unauthorized disclosure, access to, use, loss and/or alteration of Confidential Information that I observe or of which I have become aware, and immediately to take all reasonable steps necessary to retrieve any lost or improperly disclosed Confidential Information.

I understand and agree that if I am served with a subpoena or other request for or if I have reason to believe that I may be called upon, by a court or governmental agency to produce Confidential Information, I immediately will notify my Employer and/or the cognizant Mathematica project director or project manager, and will cooperate in all lawful efforts to resist the production of the requested Confidential Information.

By signing below, I certify that I have read, understand and agree to my obligations under this Pledge.

<p style="text-align: center;">[Signature]</p> <p>Print Name: _____</p> <p>Print Title: _____</p>	<p>Date: _____</p>
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