



National Aeronautics and
Space Administration

John C. Stennis Space Center
Stennis Space Center, MS 39529-6000

SPD 5150.5 Rev F
August 2018

COMPLIANCE IS MANDATORY

John C. Stennis Space Center Industry Presentations and Related Nondisclosure Agreements

Stennis Policy Directive	SPD 5150.5	F
	<i>Number</i>	<i>Rev.</i>
	Effective Date: August 01, 2018	
	Expiration Date: August 01, 2023	
Responsible Office: Office of Procurement		
SUBJECT: Industry Presentations and Related Nondisclosure Agreements		

Document History Log

Status/Change/ Revision	Change Date	Originator/Phone	Description
Revision A	12/11/96	Rebecca Dubuisson/ 8-1636	Revision
Revision B	05/10/02	David Keith/ 8-3562	Reviewed at expiration and revised for reissuance. Added new paragraph 5b. Changed titles from Division Chiefs/Office Managers to Division Directors/Office Managers and Chief/Manager to Director/Manager. Attachments 1 and 2 changed to A and B.
Revision C	10/18/04	Acquisition Management Office	Revalidated per NASA rules review.
Revision D	April – September 2008	Office of Procurement	Reviewed after expiration and revised for reissuance. Revisions throughout document. Changed AMO to Office of Procurement. Revised/Replaced Attachments.
Revision E	July 2013	David Keith/8-3562	Reviewed at expiration and revised for reissuance. Updated reference from EO12958 to EO 13526. Changed 6. Measurement/Verification to be real-time monitoring as events occur.
Revision F	July 2018	David Keith-OP/8- 3562, Michael Vallan-OCC/8-2867	Updated document names, sections 1.b., 1.c., 1.d, 1.f., and added 1.g., and Attachments A and B.

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1. POLICY

This directive establishes the John C. Stennis Space Center (SSC) policy governing contact with industry representatives (including university representatives) and responsibilities applicable to nondisclosure agreements associated with briefings and presentations by those representatives. SSC policy is outlined below.

- a. Fair and uniform treatment will be given to industry representatives visiting SSC sites or otherwise contacting SSC employees. If a meeting is granted to a representative of an industrial firm in a specific field, equal opportunity will be given to other representatives in the same field, as requested, within the Government's ability to do so. All communication will be conducted in accordance with "Standards of Ethical Conduct for Employees of the Executive Branch" (5 C.F.R. Part 2635).
- b. SSC personnel engaged in technical discussions with industry representatives will not participate in any discussion that may lead to an assumption on the part of the industry representative that a commitment or obligation on behalf of the Government has been made. Neither will advance information (such as specifications) be disseminated to industry representatives, except as released through official channels, i.e., Contracting Officer.
- c. When the disclosure of third-party proprietary data/information is involved, the industrial organization normally requests that SSC execute a "Nondisclosure Agreement." It is the general policy of NASA that Government employees not enter into Nondisclosure Agreements. If the proposed disclosure relates to the performance of work under a contract, the contract should be the instrument of choice for addressing issues related to the disclosure. Similarly, if the proposed disclosure relates to the performance of work under a Space Act Agreement (SAA), the data rights clause of the SAA should provide adequate terms and conditions.
- d. Under circumstances where a contract or SAA is not available, the following tripartite approach is recommended. First, SSC shall rely on the existence of 18 U.S.C. § 1905 (the Trade Secrets Act). Under 18 U.S.C. § 1905, NASA employees are subject to criminal prosecution and removal from office for wrongful disclosure of confidential and/or proprietary data/information. Conviction under this statute can result in fines, imprisonment, or both. Second, if the owner of the proprietary data insists on additional assurances beyond the existence of 18 U.S.C. § 1905, the owner can be provided with individual acknowledgments of the applicability of 18 U.S.C. § 1905 executed by each of the NASA employees who will have access to the proprietary data/information. See Attachment A. Third, in rare cases when the owner of proprietary data insists on execution of a Nondisclosure Agreement and SSC determines that access to the proprietary data/information is needed to support a NASA program or project, a Nondisclosure Agreement binding the Agency may be executed by an authorized NASA official in consultation with the Office of Chief Counsel (OCC).

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e. It is SSC policy that there is never an official need for a civil servant employee to execute a personal Nondisclosure Agreement with a third party for the conduct of NASA business.

f. It is recognized that numerous meetings are required in the conduct of normal business relative to specific established contracts, and that meetings will be required concerning proposed contracts (specifically meetings scheduled by the Government that are open to industry, such as site visits, conferences, etc.). Such meetings do not require application of provisions of this directive. However, should a contractor representative attempt to expand such meetings beyond the intended realm, SSC personnel who are present must advise the contractor representative of the coordination required by this directive.

g. Product demonstrations of newly developed technologies can provide an effective way of conducting market research. However, all interaction with companies that involves product demonstration, testing, or temporary use of property not owned by the government must first be coordinated through the Office of Procurement (OP) and OCC. A Product Demo Agreement is the recommended approach to formalize an agreement wherein a Contractor or Vendor offers a free product or service for demonstration purposes. During coordination with OP and OCC, a Product Demo Agreement similar to Attachment B will be developed.

2. APPLICABILITY

This directive is applicable to NASA/SSC personnel.

3. AUTHORITY

51 U.S.C. 20113(e), Section 203(c)(1), of the National Aeronautics and Space Act of 1958, as amended.

4. APPLICABLE DOCUMENTS

a. 18 U.S.C. 1905, "Disclosure of Confidential Information Generally"

b. "Standards of Ethical Conduct for Employees of the Executive Branch." (NOTE: Includes guidance for relationships with industry representatives both on and off duty, 5 C.F.R. Part 2635)

5. RESPONSIBILITY

The SSC OCC and OP will function as the central points of coordination within SSC for industry representatives desiring to acquaint SSC scientific, technical, engineering, and other personnel with their specific capabilities, facilities, products, or services.

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6. MEASUREMENT/VERIFICATION

Compliance will be reviewed by monitoring known events.

7. CANCELLATION

SPD 5150.5 Rev E, dated August 13, 2013.

Signature on File

Richard J. Gilbrech, Ph.D.
Director

DISTRIBUTION

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ATTACHMENT A



National
Aeronautics and
Space
Administration

ACKNOWLEDGEMENT OF NON-DISCLOSURE

NAME (Printed):

TITLE:

ORGANIZATION:

PHONE:

1. I am aware that my involvement in *[name of project]* may result in access to proprietary information that is not available to the public. I acknowledge my responsibilities as outlined below regarding this proprietary information. If transferred from *[name of project]*, I will return all proprietary information in my possession or dispose of it as directed.
2. I understand the term "proprietary information" as used herein means any information that has economic value and was developed at private expense and that was identified as such either with an appropriate proprietary marking or with a suitable written notice. Proprietary information may include, but is not limited to, trade secret data, commercial or financial information, limited rights data, restricted computer software, contractor bid or proposal information, source selection information, and technical data, drawings, designs, specifications and know-how.
3. I understand that NASA considers proprietary information to be Sensitive But Unclassified (SBU) Information and that, consequently, proprietary information must be safeguarded in accordance with NPR 1600.1 (*i.e.*, attended when in use, need-to-know access, limit number of hard copies, locked up when not in use, SBU cover sheet (NASA Form 1686, or Center equivalent, printed on yellow paper), secure electronic storage, no further dissemination without approval, transmitted by encrypted e-mail or secure fax, and returned or destroyed when no longer needed).
4. I understand that any proprietary information under my control must be used and protected in accordance with applicable laws, regulations, and NASA policy. I will not divulge, publish, or reveal by word, conduct, or any other means such information to any unauthorized person. I understand my ethical obligation under 5 C.F.R. § 2635.703 (attached) related to the use of nonpublic information. Furthermore, I understand that transmission or revelation of proprietary information to an unauthorized person could subject me to adverse administrative action (e.g., removal from office), civil liability, or criminal prosecution under the United States Trade Secrets Act, 18 U.S.C. § 1905 (attached), and could result in contractual remedies against the agency.
5. I understand that these provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this acknowledgement and are controlling.

Signature:

Date:

NASA Form 1822 07/13 (1.0) NRRS 1/78C
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5 C.F.R. § 2635.703 Use of nonpublic information.

(a) Prohibition. An employee shall not engage in a financial transaction using nonpublic information, nor allow the improper use of nonpublic information to further his own private interest or that of another, whether through advice or recommendation, or by knowing unauthorized disclosure.

(b) Definition of nonpublic information. For purposes of this section, nonpublic information is information that the employee gains by reason of Federal employment and that he knows or reasonably should know has not been made available to the general public. It includes information that he knows or reasonably should know:

- (1) Is routinely exempt from disclosure under 5 U.S.C. 552 or otherwise protected from disclosure by statute, Executive order or regulation;
- (2) Is designated as confidential by an agency; or
- (3) Has not actually been disseminated to the general public and is not authorized to be made available to the public on request.

18 U.S.C. § 1905. Disclosure of confidential information generally.

Whoever, being an officer or employee of the United States or of any department or agency thereof, any person acting on behalf of the Office of Federal Housing Enterprise Oversight, or agent of the Department of Justice as defined in the Antitrust Civil Process Act (15 U.S.C. 1311-1314), or being an employee of a private sector organization who is or was assigned to an agency under chapter 37 of title 5, publishes, divulges, discloses, or makes known in any manner or to any extent not authorized by law any information coming to him in the course of his employment or official duties or by reason of any examination or investigation made by, or return, report or record made to or filed with, such department or agency or officer or employee thereof, which information concerns or relates to the trade secrets, processes, operations, style of work, or apparatus, or to the identity, confidential statistical data, amount or source of any income, profits, losses, or expenditures of any person, firm, partnership, corporation, or association; or permits any income return or copy thereof or any book containing any abstract or particulars thereof to be seen or examined by any person except as provided by law; shall be fined under this title, or imprisoned not more than one year, or both; and shall be removed from office or employment.

Instructions to Employees: One copy of this completed form must be provided to Center Patent Counsel after signature. Copies of the signed form may be provided to others, including entities outside of NASA, upon request.

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ATTACHMENT B

**PRODUCT DEMO AGREEMENT
OFFICE OF PROCUREMENT
NASA JOHN C. STENNIS SPACE CENTER
STATEMENT OF UNDERSTANDING**

1. _____, a corporation incorporated pursuant to the laws of _____ (“Vendor”), proposes, of its own free will and initiative and without any cost or obligation to the Government, to furnish and demo a _____, comprising certain hardware, software, and documentation, (collectively referred to as “Product”) to the Government for the sole purpose of evaluation for a 60 day period beginning on the first day the Product is fully operational at the NASA John C. Stennis Space Center, located in Mississippi.
2. Vendor clearly understands that providing the Product to the Government is without monetary consideration. The Government is not obligated for the cost of any materials, software, supplies, labor, or other expenses associated with the Product. Providing the Product will in no way, express or implied, obligate NASA to purchase, rent, or otherwise acquire the Product or any similar products offered by Vendor now or in the future. Vendor will not file any claim against the Government or otherwise seek compensation for furnishing the Product, or for any other information or services provided by Vendor.
3. The NASA name, emblems, and/or results of the Government evaluation of the Product, including any formal or informal feedback provided by Government personnel, may not be used in a way that creates the impression that Vendor or the Product has the authorization, support, sponsorship, or endorsement of NASA. Vendor must submit any proposed public use of the NASA name or emblems (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee for review and approval.
4. NASA will at all times operate the Product according to the instructions provided. The Product shall not be altered or modified without the Vendor's expressed consent.
5. Vendor is totally responsible for any damage to Government property caused by the Product or by Vendor's employee(s) in conjunction with this commercial demonstration.
6. The Government will return the Product to Vendor within 60 days, at no cost to the Government, after the final day of the demo. The Product will be considered

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“returned” as of the date mailed by the Government.

- The Vendor will indemnify, hold harmless, and defend the Government from and against any and all claims, demands, or suits including attorney’s fees, arising out of, claimed on account of, or in any manner predicated upon the loss of or damage to property of, or injuries or death of any and all persons whatsoever, including the agents or employees of the Vendor, which was in any manner caused by or attributed to this demonstration whether caused by the acts or omissions of the Vendor, his agents, employees, or other third parties, while in, on, or about Stennis Space Center, Mississippi, including defects or malfunctions of the Product or equipment used by the Vendor in this demonstration.

CERTIFICATION

I certify that I have read the policy of the National Aeronautics and Space Administration, John C. Stennis Space Center set forth above and understand and agree to the terms and conditions thereof:

VENDOR:

BY: _____ DATE: _____
(Signature)

(Type or Print Name and Title)

ORIGINATOR AND/OR TECHNICAL POINT OF CONTACT:

I certify that, at this time, there are no existing acquisition plans for this product and this product will not be utilized to fulfill a short term or interim need of the government.

(Signature) DATE: _____

(Type or Print Name of Originator and/or Technical POC)

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ACKNOWLEDGEMENT:

_____ DATE: _____
 (Signature)

 (Type or Print Name of Contracting Officer)
 Office of Procurement