

## **Visitor Nondisclosure Agreement**

Form Number: WFM-VISITOR-NDA

Approved By: L Fetty, FCO

This form is applicable at various locations.

## VISITOR NONDISCLOSURE AGREEMENT (INCLUDING FOREIGN NATIONALS)

[Not applicable to Governmental Personnel on Official Government Business]

Visitor's Name (Print):	
Company/Affiliation:Place Visited:	
Date(s) Visited:	
I,, as a representate ("Employer"), understand that I have been grant	
Company, ("Company") facility and that such permissio comply with all Company requirements, instructions and	n may be withdrawn at any time. I agree to
Confidential Information belonging to the Company through my relationship with the Company or as a result of my access to Company's premises. I understand that Company manufactures certain products and technologies that are highly confidential and proprietary and that may be subject to United States law including, but not limited to, law concerning trade secrets and the import or export of defense-related materials.	

I understand and acknowledge that Company's "Confidential Information" consists of proprietary information and materials that are valuable and not generally known by Company's competitors, including:

- (a) Any and all information concerning Company's current, future or proposed products and manufacturing processes, including, but not limited to, blueprints, drawings, business methods, photographs, plans, instructions, technical specifications, notebook entries, technical notes and graphs, computer printouts, technical memoranda and correspondence, product development agreements and related agreements.
- (b) Information and materials relating to Company's purchasing, accounting, financial and marketing activities including, but not limited to, marketing plans, sales data, unpublished promotional material, cost and pricing information and customer lists; and
- (c) Information of the type described above which Company obtained from another party and which Company treats as confidential, whether or not owned or developed by Company.

In consideration of being admitted to the Company's facilities, I will hold in the strictest confidence any Confidential Information that is disclosed to me. I will not remove or share any Confidential Information or other materials from the premises without Company's written permission. I will not photograph or otherwise record any information to which I may have access during my visit.

I agree and certify that during my visit I am not authorized to, and will not, access, review, inspect, photograph, or record any confidential or proprietary information (e.g., blueprints, drawings, manufacturing processes, business methods, photographs, plans, instructions, technical specifications, etc.), regardless of whether that information is marked "Confidential," without express written approval from an authorized Company representative. If governmental security clearance is required, I will do whatever is necessary to obtain that clearance or assist Company representatives in obtaining that clearance on my behalf.



## **Visitor Nondisclosure Agreement**

Form Number: WFM-VISITOR-NDA REV. NEW

Approved By: L Fetty, FCO

This form is applicable at various locations.

I understand and agree that Company's disclosure of any Confidential Information does not grant, either expressly or by implication, estoppel or otherwise, any right or license or authority to any patent, trade secret, invention, trademark, copyright, or other intellectual property right. All such Confidential Information and any derivations therefrom is, and will remain, the property of the Company.

In addition to the foregoing obligations, I understand and agree that no Confidential Information furnished to me shall be disclosed to any foreign national, nation, firm, or country, including foreign nationals employed by or associated with my employer, nor shall any technical data be exported from the United States without first complying with all requirements of the U.S. International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations (EAR), including the requirement for obtaining any export license if applicable. And, if I am a foreign national, in addition to the foregoing obligations, I understand that United States law prohibits me from exporting, transmitting, shipping, mailing, or hand-carrying (or any other means of transmission) any controlled technology or technical data outside of the United States unless an export authorization has already been received by Company and approved by governmental authorities. I know and understand the regulations and policies concerning the handling and safeguarding of classified information and controlled unclassified information.

I understand and agree that failure to comply with the terms of this Agreement may result in my immediate removal from this facility, and possible civil and criminal liability.

The rights and obligations described above shall survive the conclusion of any visit to the Company.

Signature	Print Name	
Date		
Country of Citizenship		

Company host/escort responsibilities: I understand that I am responsible for the visitor's compliance with the terms of this Agreement while the visitor is on site at the Company's facility. In particular, with respect to foreign visitors, I understand that it is my responsibility to ensure that no visitor transmits, ships, mails, or hand-carries (or any other means of transmission) any controlled technology or technical data outside of the United States unless an export authorization has already been received by Company and approved by governmental authorities. I know and understand the regulations and policies concerning the handling and safeguarding of classified information and controlled unclassified information.

Host/Escort Signature Wyman Gordon	Date
Print Host/Escort Name	Office Only: Denied Party Screening passed.  Yes No