

**Exhibit A**  
**Form of Non-Disclosure Agreement**  
**SOA201700134**

\_\_\_\_\_ (“Construction Contractor”) understands that, in order to participate in SOA 201700134 (“Solicitation”) for the Martin Renovation Early Work Project (herein after “the Project”) which is issued by the Board of Governors of the Federal Reserve System (“Board”), this Non-Disclosure Agreement (“NDA”) must be signed by the Construction Contractor prior to the Board’s release of further information about the Project to the Construction Contractor (including the documents referenced at Sections C.8.5 and C.8.7 of the Solicitation). The Solicitation process will give rise to “pre-contract” discussions with the Construction Contractor about the Project that must remain confidential. To the extent that the pre-contract discussions are successful and lead to a contract between the Board and Construction Contractor, the “Project” shall also include all discussions and information passed between the Board and Construction Contractor during the contract period of performance (i.e., “Project” shall include any and all work performed pursuant to a contract subsequently issued to Construction Contractor).

Construction Contractor understands that in the context of its participation in the Solicitation and/or the Project, Construction Contractor may come into possession of or have knowledge of information or material owned by or related to the Board that is not public or that the Board has not and is not required by law to make public, including, for example, information that is designated by the Board as restricted, controlled, proprietary, confidential, confidential supervisory, or pertaining to Board personnel (collectively, “Confidential Information”). Confidential Information shall also include, but not be limited to: (1) information pertaining to the security arrangements and strategies of the Board (including information describing the security controls related to the information technology infrastructure such as network architecture and specific systems, applications, and databases of the Board); (2) economic data; (3) financial, statistical, and personnel data pertaining to the Board, Federal Reserve Banks, or other financial institutions; (4) financial, statistical, personnel planning and similar information relating to past, present, or future activities of the Board or the Federal Reserve Banks; (5) pre-decisional deliberative data; (6) law enforcement privileged information; (7) attorney-client privileged information; (8) personally identifiable information; (9) trade-secret information; (10) non-public information included in the Board’s or the Board’s Inspector General’s investigation, audit, evaluation, or legal files; (11) any other notes, drafts, data, lists, reference items, memoranda, records, analyses, compilations, studies, summaries and other material prepared by or for, or shared with, the Board or any employee or consultant of the Board (including any such materials prepared by Construction Contractor in connection with the Project, which materials are hereinafter referred to as “Construction Contractor-Created Confidential Information”).

Confidential Information does not include information that: (1) is public; (2) is or becomes publicly available without breach by Construction Contractor of this NDA; (3) was rightfully

received by Construction Contractor without obligation of confidentiality; or (4) was developed by Construction Contractor independently of any disclosures made by the Board to Construction Contractor. If Construction Contractor relies upon a fact or facts described in the immediately preceding sentence as the basis for disclosure of Confidential Information, Construction Contractor shall bear the burden of proof with respect to the fact or facts relied upon. Except for information Construction Contractor receives that is not Confidential Information, Construction Contractor will treat all information Construction Contractor receives from the Board as Confidential Information, regardless of the manner or form in which the information is transmitted or accessible. In addition, Construction Contractor will also treat the advice, deliverables, products, output or similar items Construction Contractor provides or produces in connection with the Project (“Product Information”) as Confidential Information until such time as the Board’s contracting officer’s technical representative (“COTR”) informs Construction Contractor in writing that such Product Information is public. For the avoidance of doubt, Product Information shall not include information that was developed by Construction Contractor independently of any disclosures made by the Board to Construction Contractor.

Thus, for good and valuable consideration received, Construction Contractor agrees to the following terms:

1. Construction Contractor will keep in strictest confidence and in trust for the sole and exclusive benefit of the Board and the parties on whose behalf such Confidential Information was disclosed by the Board all Confidential Information that may be acquired in connection with or as a result of my responsibilities under the Project. Construction Contractor will not, at any time, either during or after the Project, make public or otherwise communicate or disclose to any person who is not a party to the Project contract with the Board any Confidential Information without the prior written consent of the Board’s COTR.
2. Construction Contractor will use Confidential Information solely in connection with the Project. Other than as permitted in writing by the Board, Construction Contractor will not directly or indirectly use Confidential Information for Construction Contractor’s private gain or for the private gain of another person or entity, publish, duplicate, reproduce or otherwise disclose to others, or permit the use, publication, duplication, reproduction or disclosure by others, any of the Confidential Information at any time prior to, during or after the Project.
3. Construction Contractor will inform the Board of any external requests or demands for disclosure of Confidential Information, and Construction Contractor will refer all such demands and requests for disclosures, including but not limited to subpoenas, to the Board.

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4. Should a question arise as to whether particular information is Confidential Information, Construction Contractor will immediately contact the Board and seek a determination as to the information's status. Unless the Board determines that the information is public, Construction Contractor shall treat it in accordance with this NDA.
5. At all times, including during and after the Project, Construction Contractor will take all necessary steps to protect Confidential Information subject to this NDA.
6. Upon completion, expiration or termination of Construction Contractor's services in connection with the Project, unless instructed otherwise by the Board's COTR, Construction Contractor will promptly dispose of all Confidential Information in Construction Contractor's possession in whatever manner is approved by the Board, which may include the return to the Board of any other notes, drafts, data, lists, reference items, memoranda, records, analyses, compilations, studies, summaries and other materials in any way containing, constituting or relating to any Confidential Information, and other documents which are in Construction Contractor's possession or control belonging to the Board or relating to the Board's business.
7. Construction Contractor acknowledges and agrees that its direct or indirect partners, members, managers, officers, shareholders, directors, employees, principals, agents or representatives and its contractors, licensees and invitees are prohibited from releasing any publicity or advertising regarding the Project and from using the name or insignia of the Board or of the Federal Reserve System, or any variation or adaptation thereof, for any commercial, advertisement, promotional or endorsement purposes, unless the Board's Chief Operating Officer or his/ her designee has given prior written consent for such release or use.
8. Construction Contractor agrees and acknowledges that protecting the Confidential Information is critical to the Board's business operations and that the disclosure or use of any Confidential Information in breach of this NDA could cause irreparable harm to the Board. Accordingly, in the event of such use or disclosure, Construction Contractor understands that Construction Contractor may be subject to legal or other action, which may include termination of the Project and referral for criminal prosecution, if appropriate.
9. If Construction Contractor suspects or confirms that any Confidential Information to which it was given access is or may have been lost or disclosed without authorization, Construction Contractor will immediately notify the Board's COTR.
10. Construction Contractor acknowledges and agrees that this NDA, and all of its terms and conditions, shall remain in effect following the expiration or termination of the Project

contract until this NDA is terminated in writing by the Board's contracting officer.

11. All right, title and interest in and to the Confidential Information provided to Construction Contractor by the Board are and shall remain the exclusive property of the Board. Construction Contractor agrees to and hereby does grant and assign to the Board any and all right, title and interest held by Construction Contractor in and to all Construction Contractor-Created Confidential Information existing now or in the future upon its creation.
12. If any provision of this NDA is found to be invalid or unenforceable in any circumstance, such invalidity or unenforceability shall not affect the other provisions of this NDA.
13. This NDA shall be governed by and construed in accordance with the federal laws of the United States and, in the absence of controlling federal laws, in accordance with the laws of the District of Columbia, without regard to any conflict of laws principles thereof.
14. This NDA shall be binding upon Construction Contractor's representatives, successors and assigns and upon any subcontractors of Construction Contractor ("Construction Contractor Consultants") whom Construction Contractor may engage or has engaged to provide services relating to the Project. Prior to sharing any Project information with any Construction Contractor Consultants, Construction Contractor agrees to (a) obtain such Construction Contractor Consultants' written commitment to keep Project information confidential under the same terms and conditions as are set forth for the Construction Contractor in this NDA; (b) incorporate the terms of this NDA into its contracts with such Construction Contractor Consultants and to list the Board as a third-party beneficiary with respect to the non-disclosure provisions in such contracts between Construction Contractor and Construction Contractor Consultants, and/or (c) in the Board's sole and absolute discretion, cooperate with the Board in connection with any Board request to obtain a non-disclosure agreement directly from each such Construction Contractor Consultant containing the same terms and conditions as are set forth for the Construction Contractor in this NDA.
15. No failure or delay by the Board in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any right, power or privilege hereunder.

**IN WITNESS WHEREOF**, an authorized agent of Construction Contractor has executed this NDA as an instrument under seal as of the day and year set forth in the signature block below.

CONSTRUCTION CONTRACTOR:

Board of Governors of the Federal Reserve System  
Solicitation, Offer, and Award 201700134

\_\_\_\_\_, a [insert entity type and place of formation/  
incorporation]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_