

**FORM ONE-WAY  
NON-DISCLOSURE AGREEMENT  
FOR PCC USE**

[PROTECTS POSTAL SERVICE LIST DATA/INFORMATION]

This is an agreement (the "Agreement") by and between the United States Postal Service, an independent establishment of the Executive Branch of the United States Government, with its headquarters located at 475 L'Enfant Plaza SW, Washington, D.C. 20260 (the "Postal Service"), and \_\_\_\_\_, a \_\_\_\_\_ corporation and member of the Postal Customer Council, having a place of business at \_\_\_\_\_ (the "Company").

RECITALS

WHEREAS, the Postal Service desires to disclose certain list information containing names and addresses of postal patrons or other persons (hereinafter, the "Confidential Information") to the Company for the purpose of increasing Postal Customer Council ("PCC") membership enrollment and/or for customer and PCC member marketing outreach initiatives, and for such other purposes related to the PCC Mission as set forth in Publication 286 as the Postal Service may identify (hereinafter the "Intended Purpose").

WHEREAS, the Postal Service is required to maintain the confidentiality of any mailing or other list of names or addresses (past or present) of postal patrons or other persons in accordance with 39 U.S.C. §412(a).

NOW, THEREFORE, in order to protect the confidentiality of the Confidential Information, the Postal Service and the Company agree as follows:

1. **Purpose.** The purpose of this Agreement is to facilitate disclosure of Confidential Information by the Postal Service to the Company for the Intended Purpose. The Company has access to Confidential Information as a special or limited agent of the Postal Service; the scope of this special agency only extends to the Company's use of the Confidential Information for the Intended Purpose. The Company must adhere to the Postal Service's postal privacy policy at [www.usps.com/privacypolicy](http://www.usps.com/privacypolicy)
2. **Use, Ownership, and Nondisclosure.** The Company may use the Confidential Information solely for the Intended Purpose and may not collect or use such Confidential Information for other non-Postal Service marketing, promotion, or any other purpose without the prior written approval of the Postal Service. The Company must restrict access to such Confidential Information to those of its employees who need the Confidential Information to fulfill tasks related to the Intended Purpose. The Company shall provide the same care to avoid disclosure or unauthorized use of the Confidential Information as Customer Outreach – Corporate Affairs December 10, 2021

it would provide to maintain the confidentiality of its own confidential or proprietary information, but in no event less than reasonable and prudent care, and the Confidential Information shall not be reproduced in any form not expressly authorized in writing by the Postal Service, or otherwise distributed or sold by the Company in any manner whatsoever. The Company shall notify any of its directors, employees, contractors and agents who come into contact with the Confidential Information of the terms of this Agreement and shall require them to comply with its terms with respect to Confidential Information. The Company shall include the terms of this Agreement in each subcontract pursuant to which there is any possibility of disclosure of the Confidential Information. The Postal Service retains sole ownership and rights to its Confidential Information. The Confidential Information may not be integrated with information belonging to the Company. Upon completion of the work, the Company must turn over all Confidential Information in its possession to the Postal Service and must certify that no Confidential Information has been retained unless otherwise authorized in writing by the Postal Service.

3. Term. This Agreement shall remain in effect indefinitely, and the parties agree that Confidential Information disclosed hereunder shall be handled in accordance with the terms of this Agreement indefinitely.

4. Ownership. This Agreement does not confer any right, license, interest or title in, to or under the Confidential Information to the Company, or any of its directors, employees, agents or contractors, and title to the Confidential Information shall remain solely in the Postal Service.

5. Legal Demands for Information. If a legal demand is made for Confidential Information, the Company must immediately notify the Postal Service and the nearest office of the Postal Inspection Service. After notification, the Postal Service will determine whether and to what extent to comply with the legal demand. Should the Postal Service agree to comply with, or unsuccessfully resist, a legal demand, the Company may, with the written permission of the Postal Service, release the Confidential Information specifically demanded.

6. Indemnification. The Company shall protect, indemnify, save harmless, and defend the Postal Service, its employees, representatives and agents and the members of the Board of Governors of the Postal Service, from and against any and all liabilities, obligations, claims, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) when and as incurred, due to or arising out of a breach by the Company, or any of its directors, employees, agents, representatives or subcontractors, of any of the terms of this Agreement. This indemnification obligation shall survive any termination of this Agreement.

7. Parties Independent. Nothing in this Agreement shall be deemed to create, either expressly or by implication, the power in either party to bind the other. Neither party shall be bound by the actions of the other or shall be liable for the debts of the other.

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8. Choice of Law. This Agreement shall be construed under and governed by the Federal laws of the United States.

9. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to violate the applicable laws of the place where it is to be performed, then such provision shall be void and the other provisions of this Agreement shall remain in full force and effect.

10. Entire Agreement. This Agreement expresses the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter thereof. This Agreement shall not be modified or changed in any manner except in a writing signed by both parties.

11. Authority. Each party represents that it has caused this Agreement to be executed on its behalf as of the date written below by a representative empowered to bind that party with respect to the undertakings and obligations contained herein. The effective date of this Agreement is the later of the two execution dates shown below ("Effective Date").

12. Notice. The Company shall send any notice that must be given to the Postal Service hereunder, and any request for consent by the Postal Service, via U.S. Mail to the following addresses, with confirmation of receipt requested:

Manager, Postal Customer Council Programs  
United States Postal Service  
475 L'Enfant Plaza SW, Room 4411  
Washington, D.C. 20260

IN WITNESS WHEREOF, the Postal Service and the Company have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**UNITED STATES POSTAL SERVICE**

**[COMPANY NAME]**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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