

**Conference Confidentiality and Non-Publication Agreement—Conference Attendee
Missile Defense Agency**

Innovate 2026

Conference Confidentiality and Non-Publication Agreement

Name: _____ Job Title: _____

Company/Organization: _____ Email: _____

Phone: _____

This Conference Confidentiality and Non-Publication Agreement (the "Agreement") is entered into between Missile Defense Agency ("Disclosing Party") and the individual named above ("Recipient").

1. Definition of Restricted Event Material

For the purposes of this Agreement, "Restricted Event Material" shall include all information disclosed or presented at the Innovate 2026 Conference (the "Conference"), whether written, oral, visual, or electronic. This includes, but is not limited to, slide presentations, oral remarks, technical data, Q&A sessions, and written summaries. All information shared at the Conference is deemed Restricted Event Material regardless of whether it is explicitly marked as "Restricted Event Material."

2. Strict Prohibition on Recording and Publication

To foster an environment of open dialogue and secure collaboration, Recipient agrees to the following strict prohibitions:

- **No Photography or Recording:** Recipient shall not take photographs, screenshots, video recordings, or audio recordings of any presentations, slides, or speakers at the Conference.
- **No Public Dissemination or Publication:** Recipient shall not publish, post, broadcast, or otherwise publicly disseminate any summaries, narratives, transcripts, or descriptions of the Restricted Event Material. This prohibition explicitly includes all public forums, social media platforms (e.g., LinkedIn, X, Facebook, Instagram), personal or corporate blogs, industry newsletters, and public websites.

3. Permitted Disclosures (Internal & Teaming Carve-Out)

Notwithstanding the strict prohibitions in Section 2, Recipient is explicitly authorized to use and disclose the Restricted Event Material solely for the following purposes:

- **Internal Evaluation:** Recipient may disclose the Restricted Event Material to its own employees, officers, and directors who have a legitimate "need to know" for the purpose of internal technical or business evaluation, provided that such employees, officers, and directors are bound by a written agreement containing terms at least as restrictive as this Agreement.

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- **Defense Teaming Arrangements:** Recipient may disclose the Restricted Event Material to potential defense contracting teaming partners, subcontractors, or prime contractors, provided that:

- (a) Such potential defense contracting teaming partners, subcontractors, or prime contractors are bound by a written agreement containing terms at least as restrictive as this Agreement; and
- (b) The disclosure is made exclusively to evaluate, negotiate, or execute potential joint ventures, teaming agreements, or contract bids related to the subject matter of the Conference.

4. Export Control Compliance (ITAR/EAR)

Recipient acknowledges that certain Restricted Event Material presented at the Event may be subject to United States export control laws and regulations, including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). Recipient assumes full responsibility for complying with all applicable export control laws prior to disclosing any technical data to foreign persons, whether internally or to teaming partners.

5. (*Applicable to Government Employees*) These provisions are consistent with and do not supersede, conflict with, or otherwise alter the government 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 agreement and are controlling.

6. (*Applicable to Other than Government Employees*) Neither the confidentiality provisions contained in this Agreement, nor any other confidentiality policies of the participant's organization, shall be construed to prohibit or otherwise restrict the participant or any of the participant's potential defense contracting teaming partners, subcontractors, or prime contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., the agency Office of the Inspector General).

7. Term and Governing Law

The obligations of confidentiality and non-publication under this Agreement shall remain in effect for a period of 6 months from the date of execution of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the United States.

8. Injunctive Relief

Recipient acknowledges that any unauthorized publication, dissemination, or disclosure of Restricted

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Event Material will cause immediate and irreparable harm to the Disclosing Party, for which monetary damages alone would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek immediate injunctive relief and specific performance to prevent or halt any such breach, in addition to any other legal or equitable remedies available.

9. Indemnification and Liability for Breach

In the event of any unauthorized leak, publication, or disclosure of Restricted Event Material by Recipient or any party to whom Recipient shared the information, Recipient agrees to fully indemnify, defend, and hold harmless the Disclosing Party. This indemnification covers all resulting damages, losses, legal fees, and costs, explicitly including any civil or criminal fines levied by regulatory bodies regarding export control (ITAR/EAR) or unauthorized defense data disclosures resulting from the breach.

Signature

Date