



NON-DISCLOSURE AGREEMENT
("Agreement")

This Agreement is entered into between the Midwest Research Institute ("MRI"), the operator of the National Renewable Energy Laboratory ("NREL") under Prime Contract No. DE-AC36-99GO10337 for the U.S. Department of Energy (the "DOE"), located at 1617 Cole Boulevard, Golden, Colorado, 80401 and [COMPANY NAME] ("Company"), whose place of business is located at [COMPANY ADDRESS]. Both parties are hereinafter referred to individually as the "Party," and collectively as the "Parties". The effective date ("Effective Date") of this Agreement shall be the signature date of the last of the Parties to sign this Agreement.

1. PURPOSE

- a. Disclosing Party wishes to provide to NREL, for a period of [DEFINE THE PERIOD OF TIME FOR THE DISCLOSURE WHICH MUST BE 1-12 MONTHS] months, and NREL wishes to obtain access to Disclosing Party's information related to [PROVIDE A NON-PROPRIETARY DESCRIPTION OF THE INFORMATION TO BE DISCLOSED, E.G., THE SERIAL NUMBER AND TITLE OF A NON-PUBLISHED PATENT APPLICATION, THE IDENTIFYING NUMBER AND TITLE OF AN INVENTION DISCLOSURE, ETC.], which the Disclosing Party considers PROPRIETARY INFORMATION. Disclosing Party is furnishing PROPRIETARY INFORMATION to NREL for [DESCRIBE THE PURPOSE, I.E., EVALUATION, TESTING, CONSIDERATION OF A POSSIBLE BUSINESS COLLABORATION, ETC].
- b. As used herein, PROPRIETARY INFORMATION means information which (i) embodies trade secrets as defined under 18 U.S.C. §1839 or (ii) commercial or financial information which is privileged or confidential under the Freedom of Information Act (5 U.S.C. §552(b)(4)), either of which is developed at private expense outside this Agreement and which is marked as PROPRIETARY INFORMATION.

2. PROPRIETARY INFORMATION

- a. NREL agrees to use PROPRIETARY INFORMATION only for the purpose(s) set forth in Paragraph 1.a. above. NREL will treat all PROPRIETARY INFORMATION disclosed to NREL by Company, whether such original disclosure is written or oral, as confidential and proprietary. However, oral disclosure of information (i.e., information expressed by spoken words) to NREL by Company shall be considered PROPRIETARY INFORMATION only upon being identified as such at the time of disclosure, reduced to writing, and a copy of it provided by Company to NREL within thirty (30) days of the oral disclosure. NREL will not disclose PROPRIETARY INFORMATION to any third party for a period of five (5) years from the effective date of this Agreement. All written PROPRIETARY INFORMATION provided to NREL hereunder is subject to inspection by DOE employees upon reasonable notice and shall be protected against further disclosure by DOE employees under 18 USC §1905.
- b. All PROPRIETARY INFORMATION provided will be identified and marked by Company as "PROPRIETARY INFORMATION" at the time it is conveyed to NREL except as noted in Paragraph 2.a. above.
- c. NREL agrees that access to PROPRIETARY INFORMATION will be provided only to NREL's employees, agents and independent contractors who are required to have access specifically related to the purpose(s) permitted herein and to DOE for auditing and inspection purposes only. NREL further agrees that it will inform individuals having access to PROPRIETARY INFORMATION of the confidential nature of the PROPRIETARY INFORMATION and

restrictions on its publication, disclosure and use. NREL will inform individuals having access to such PROPRIETARY INFORMATION of the confidential nature of this information and the restrictions on its publication, disclosure and use, and shall assume the responsibility that such employees and independent contractors will preserve the secrecy of such information with respect to third parties.

- d. The obligations of confidentiality set forth in this Agreement do not apply to information which: (i) is generally known or available from the DOE or other sources without obligation concerning its confidentiality; (ii) has been made available by Company (or the owner if other than Company) to the DOE, NREL, or others without obligation concerning its confidentiality; (iii) is already in the possession of NREL or the DOE without obligation concerning its confidentiality or (iv) is required to be disclosed by law, including a court order from a court of competent jurisdiction.

3. MISCELLANEOUS

- a. It is further agreed that disclosures of PROPRIETARY INFORMATION to NREL shall not constitute any grant, option, or license under any patent or other rights now or hereinafter held by Company.
- b. If not earlier terminated by either party, this Agreement will expire PERIOD OF TIME FOR THE DISCLOSURE WHICH MUST BE 1-12 MONTHS months after the last party signs this Agreement.
- c. As appropriate, either party may terminate this Agreement with or without cause by giving the other party thirty (30) days' prior written notice.
- d. Upon expiration or termination of this Agreement NREL will within two (2) weeks of written request from Company return all documents concerning the PROPRIETARY INFORMATION to the Company and all copies of any such documents or certify in writing their destruction, subject to NREL's right to retain one copy of each such document in the files of its law department or outside legal counsel for record purposes only.
- e. Notwithstanding the above, the obligations of confidentiality set forth in Paragraph 2, herein, will survive termination of this Agreement.
- f. A party receiving PROPRIETARY INFORMATION shall adhere to U.S. Export Administration Laws and Regulations and shall not export or re-export any such PROPRIETARY INFORMATION, any technical data, items or products arising from the Information to any country or person unless properly authorized by the U.S. Government.
- g. The parties acknowledge that this Agreement may be executed in a number of counterparts and the sum of said counterparts shall represent a fully executed document. The parties further acknowledge that facsimile signatures are fully binding and constitute a legal method of executing this Agreement.

AGREED:

MIDWEST RESEARCH INSTITUTE,
NATIONAL RENEWABLE ENERGY
LABORATORY

COMPANY NAME

By: _____

By: _____

Name: NAME OF NREL STAFF _____

Name: _____

Unilateral (IN) Non-Disclosure Agreement Template

Title: _____

Title: _____

Date: _____

Date: _____

MIDWEST RESEARCH INSTITUTE,
NATIONAL RENEWABLE ENERGY
LABORATORY

By: _____

Name: _____

Title: CENTER/OFFICE DIRECTOR _____

Date: _____