

## CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is made by and between the \_\_\_\_\_, an agency of the United States Government, (hereinafter referred to as **[IC acronym]** " \_\_\_\_\_"), and \_\_\_\_\_, an entity organized and existing under the laws of \_\_\_\_\_ (hereinafter referred to as " Entity "). Collectively or individually, the **[IC]** \_\_\_\_\_ and Entity shall also be referred to as " Parties " or " Party. "

WHEREAS, Entity has certain confidential information relating to \_\_\_\_\_ (hereinafter referred to as the "Confidential Information"); and

WHEREAS, the **[IC]** \_\_\_\_\_ is interested in examining the Confidential Information in order to \_\_\_\_\_;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties hereto agree as follows:

1. Entity shall disclose and transmit Confidential Information to the **[IC]** \_\_\_\_\_ in sufficient detail to enable the **[IC]** \_\_\_\_\_ to make the determinations set forth above.
2. The **[IC]** \_\_\_\_\_ agrees to accept the Confidential Information and employ all reasonable efforts to maintain the Confidential Information of Entity secret and confidential, such efforts to be no less than the degree of care employed by the **[IC]** \_\_\_\_\_ to preserve and safeguard its own confidential information. The Confidential Information shall not be disclosed, revealed, or given to anyone by the **[IC]** \_\_\_\_\_ except employees who have a need for the Confidential Information in connection with the **[IC]** \_\_\_\_\_'s evaluation, and such employees shall be advised by the **[IC]** \_\_\_\_\_ of the confidential nature of the Confidential Information and that the Confidential Information shall be treated accordingly.
3. The Entity hereby acknowledges that the **[IC]** \_\_\_\_\_ shall not incur any liability merely for examining and considering the Confidential Information; however, the **[IC]** \_\_\_\_\_ agrees that it will not use the Confidential Information for any purpose except as set forth herein.
4. The **[IC]** \_\_\_\_\_'s obligations under Paragraph 2 and 3 above shall not extend to any part of the Confidential Information of the Entity:
  - (a) that can be demonstrated to have been in the public domain or publicly known at the time of disclosure; or
  - (b) that can be demonstrated to have been in the **[IC]** \_\_\_\_\_'s possession or that can be demonstrated to have been readily available to the **[IC]** \_\_\_\_\_ from another source prior to the disclosure; or
  - (c) that becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by the **[IC]** \_\_\_\_\_; or
  - (d) that can be demonstrated as independently developed or acquired by the **[IC]**

\_\_\_\_\_ without reference to or reliance upon such Confidential Information; or

(e) that is required to be disclosed by law.

5. The [IC] \_\_\_\_\_'s obligations under Paragraphs 2 and 3 shall extend for a period of three (3) years from the date of this Agreement, unless Entity informs the [IC] \_\_\_\_\_ that the Confidential Information is still secret and confidential, in which case the obligations of Paragraphs 2 and 3 hereof shall extend for a further period of two (2) additional years.
6. All information to be deemed confidential under this Agreement shall be clearly marked "**CONFIDENTIAL**" by Entity. Any Confidential Information which is orally disclosed must be reduced to writing and marked "**CONFIDENTIAL**" by Entity and a such notice must be provided to the [IC] \_\_\_\_\_ within thirty (30) days of such disclosure.
7. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to the [IC] \_\_\_\_\_ of any license or other rights under any patent, patent application or other intellectual property right or interest belonging to Entity.
8. It is understood and agreed by both Parties that each represents and warrants to the other Party that each Official signing this Agreement has authority to do so.
9. The illegality or invalidity of any provision of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.
10. The construction, validity, performance and effect of this Agreement shall be governed by Federal law, as applied by the Federal Courts in the District of Columbia.

**SIGNATURES BEGIN ON THE FOLLOWING PAGE**

