

**UNILATERAL (OUT) NON-DISCLOSURE AGREEMENT No. XX – XXXX**  
("Agreement")

This Agreement is entered into by and between the **Alliance for Sustainable Energy, LLC** ("Alliance"), the Manager and Operator of the National Renewable Energy Laboratory ("NREL") under Prime Contract No. DE-AC36-08GO28308 for the U.S. Department of Energy (the "DOE"), located at 15013 Denver West Parkway, Golden, CO 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. For the purpose of this Agreement, the terms NREL and Alliance are interchangeable except where the circumstances dictate otherwise.

**1. PURPOSE**

- a. NREL wishes to provide to Company, for a period of **[DEFINE THE PERIOD OF TIME FOR THE DISCLOSURE WHICH MUST BE 1-12]** months, and Company wishes to obtain access to NREL PROTECTED INFORMATION relating to **[PROVIDE A LISTING OF ROI NOS. AND TITLES – WHICH SHOULD BE FILED AS PATENT APPLICATIONS]**, which NREL considers NREL PROTECTED INFORMATION. NREL is furnishing NREL PROTECTED INFORMATION to Company for the purpose of **[DESCRIBE THE PURPOSE, I.E., EVALUATION, TESTING, CONSIDERATION OF A POSSIBLE BUSINESS COLLABORATION, ETC.]**.
- b. As used herein, NREL PROTECTED INFORMATION means information generated in the performance of, or pursuant to the performance of, the Prime Contract regardless of form or characteristic (including but not limited to technical data, microorganisms, computer software, drawings, photographs, process information, samples, equipment, specifications, and the like), which would be proprietary information had it been generated by a non-federal entity third party, and which can be restricted from dissemination by the Bayh-Dole Act, 35 U.S.C. §200 et seq., other applicable laws, or DOE rules or regulations.

**2. PROPRIETARY INFORMATION**

- a. Company agrees to use NREL PROTECTED INFORMATION only for the purpose(s) set forth in Paragraph 1.a. above. Company will treat all NREL PROTECTED INFORMATION disclosed to Company by NREL, 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 Company by NREL shall be considered NREL PROTECTED INFORMATION only upon being identified as such at the time of disclosure, reduced to writing, and a copy of it provided by NREL to Company within thirty (30) days of the oral disclosure. Company will not disclose NREL PROTECTED INFORMATION to any third party, except the DOE, for a period of three (3) years from the Effective Date of this Agreement.
- b. All NREL PROTECTED INFORMATION will be identified and marked by Alliance as "NREL PROTECTED INFORMATION" at the time it is conveyed to Company except for oral disclosures of NREL PROTECTED INFORMATION, as noted in Paragraph 2.a. above.
- c. Company agrees that access to NREL PROTECTED INFORMATION will be provided only to Company's employees, agents, and independent contractors who are required to have access specifically related to the uses permitted herein, and to the DOE. Company further agrees that it will inform individuals having access to NREL PROTECTED INFORMATION of the confidential nature of the NREL PROTECTED INFORMATION and restrictions on its publication, disclosure, and use; and shall require that such employees, agents, and independent contractors 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) becomes publicly known without the fault of Company; (ii) has been made available by Alliance, NREL, or the DOE

(or the owner if other than Alliance, NREL, or the DOE), to Company, or others without obligation concerning its confidentiality; (iii) is already in the possession of Company without obligation concerning its confidentiality; (iv) is independently developed by Company's employees who did not have access to such NREL PROTECTED INFORMATION; or (v) is required to be disclosed by U.S. law, including a court order from a court of competent jurisdiction.

### **3. MISCELLANEOUS**

- e. It is further agreed that disclosure of NREL PROTECTED INFORMATION to Company shall not constitute any grant, option, or license under any patent or other rights now or hereinafter held by NREL.
- f. If not earlier terminated by either Party, this Agreement will expire [PERIOD OF TIME FOR THE DISCLOSURE WHICH MUST BE 1-12] months after the last Party signs this Agreement.
- g. As appropriate, either Party may terminate this Agreement with or without cause by giving the other Party thirty (30) days prior written notice.
- h. Upon expiration or termination of this Agreement, Company will, within two (2) weeks of written request from NREL, return all documents concerning the NREL PROTECTED INFORMATION to NREL and all copies of any such documents, or certify in writing their destruction, subject to Company'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.
- i. Notwithstanding the above, the obligations of confidentiality set forth in Paragraph 2 herein will survive termination of this Agreement.
- j. A Party receiving NREL PROTECTED INFORMATION shall adhere to U.S. Export Administration Laws and Regulations and shall not export or re-export any such NREL PROTECTED INFORMATION, any technical data, items, or products arising from the Information to any country or person unless properly authorized by the U.S. Government.
- k. This Agreement contains the entire understanding between the Parties and supersedes all prior or contemporaneous communications, agreements, or understandings between the Parties concerning Company's receipt of NREL PROTECTED INFORMATION for the purpose(s) set forth herein above. 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.