

UNILATERAL (IN) 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-AC36-08GQ28308 for the U.S. Department of Energy (the "DOE"), located at 15013 Denver West Parkway, Golden, CO 80401, and **DISCLOSING PARTY NAME** ("Disclosing Party"), whose place of business is located at **[DISCLOSING PARTY 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. 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, 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 the purpose of **[DESCRIBE THE PURPOSE, I.E., EVALUATION, TESTING, CONSIDERATION OF A POSSIBLE BUSINESS COLLABORATION, ETC.]**.
- b. As used herein, PROPRIETARY INFORMATION means (i) information which 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. Alliance 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 Disclosing Party, 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 Disclosing Party 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 Disclosing Party to NREL within thirty (30) days of the oral disclosure. NREL will not disclose PROPRIETARY INFORMATION to any third party for a period of three (3) years from the Effective Date of this Agreement. All written PROPRIETARY INFORMATION provided to Alliance hereunder is subject to inspection by DOE employees upon reasonable notice and shall be protected against further disclosure by DOE employees under 18 U.S.C. §1905.
- b. All PROPRIETARY INFORMATION provided will be identified and marked by Disclosing Party 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 the DOE for auditing and inspection purposes only. 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 require that such employees 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 Alliance or the DOE; (ii) has been made available by Disclosing Party (or the owner if other than Disclosing Party) to the DOE, Alliance, NREL, or others without obligation concerning its confidentiality; (iii) is already in the possession of Alliance, NREL, or the DOE without obligation concerning its confidentiality; (iv) is independently developed by Alliance's employees who did not have access to such PROPRIETARY INFORMATION; or (v) is required to be disclosed by U.S. 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 Disclosing Party.
- b. 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.
- 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 Disclosing Party, return all documents concerning the PROPRIETARY INFORMATION to the Disclosing Party 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 General Counsel's Office 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 PROPRIETARY INFORMATION, to any country or person unless properly authorized by the U.S. Government.
- g. This Agreement contains the entire understanding between the Parties and it supersedes all prior or contemporaneous communications, agreements, or understandings between the Parties concerning NREL's receipt of PROPRIETARY 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.