**NON-DISCLOSURE AGREEMENT**

**FOR RECEIPT OF PROPRIETARY INFORMATION**

THIS NONDISCLOSURE AGREEMENT is by and between the National Institute of Standards and Technology (“**NIST**”), which is the party receiving proprietary information, and ORGANIZATION LEGAL NAME., which is the party disclosing proprietary information ("**Discloser**"), in order to protect the confidential information which is disclosed by Discloser to NIST. The information disclosed by Discloser to NIST under this Agreement is described as follows: DESCRIPTION OF PROPRIETARY INFO. (“Proprietary Information.”)

The parties hereto agree as follows:

1. NIST's representative(s) for receiving Proprietary Information is/are: LIST FULL NAMES OF ALL RECIPIENT NIST EMPLOYEES.. NIST shall not disclose the Proprietary Information to any of its employees other than those who have a need to review it and which employees are legally obligated to honor the confidentiality provisions herein.
2. NIST shall keep the information confidential and shall use the Proprietary Information only for private experimental purposes or evaluation of the Proprietary Information. NIST shall not make any copies of the Proprietary Information except as necessary for its employees who are entitled to review it under Section 1 above. Any copies which are made shall be identified as belonging to Discloser and marked “confidential”.
3. To the extent permitted by law, NIST shall protect the disclosed Proprietary Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Proprietary Information as NIST uses to protect its own confidential information of a like nature.
4. NIST shall only have a duty to protect the Proprietary Information which is disclosed to it in writing and identified as “confidential” by Discloser, or, if disclosed orally or in any other manner, if Discloser provides NIST with a written memorandum summarizing and designating such information as “confidential” within thirty (30) days of the disclosure.
5. This Agreement is effective as of the date of the last signature (“Effective Date”) and shall expire on DATE. (“Expiration Date”). The terms of this Agreement shall control only Proprietary Information which is disclosed to NIST between the Effective Date and the Expiration Date.
6. NIST’s duties under Paragraphs 3 and 4 of this Agreement shall expire three (3) years after the Proprietary Information is received.
7. This Agreement may be terminated immediately by either party upon delivery of written notice of termination to the other party. Such termination shall not affect NIST’s duties with respect to Proprietary Information disclosed prior to termination.
8. This Agreement imposes no obligation upon NIST with respect to information which (a) was in NIST’s possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of NIST; (c) is received by NIST from a third party without a duty of confidentiality; (d) is disclosed by Discloser to a third party without a duty of confidentiality on the third party; (e) is disclosed by NIST with Discloser’s prior written approval or (f) is developed by NIST without reference to the Proprietary Information disclosed hereunder.
9. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the 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.
10. NIST will comply with all applicable United States and foreign export laws and regulations pertaining to the Proprietary Information disclosed by Discloser to NIST. Without limitation, NIST agrees it will not in any form export, re-export, resell, ship or divert or cause to be exported, re-exported, resold, shipped or diverted, directly or indirectly, any product or technical data or software furnished by Discloser or the direct product of such technical data or software to any country for which the United States Government or any agency thereof at the time of export or re-export requires an export license or other governmental approval without first obtaining such license of approval.
11. Discloser warrants that it has the right to make the disclosures under this Agreement.
12. Neither party acquires any intellectual property rights under this Agreement.
13. Neither party has an obligation under this Agreement to purchase, sell or license any service or item from the other party.
14. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.
15. All additions or modifications to this Agreement must be in writing and signed by both parties.
16. This Agreement is made under and shall be governed by the laws of the United States.

*[Signatures are on following page.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as follows:

**For Discloser**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: FULL NAME.

Title: TITLE.

Address for NDA-related correspondence:

ORGANIZATION STREET ADDRESS AND EMAIL.

**For National Institute of Standards and Technology**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: NAME.

Title: Director, OU.

Address for NDA-related correspondence:

NIST Technology Partnerships Office

 100 Bureau Drive Gaithersburg, Maryland 20899-2200

 ipp@nist.gov

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: NAME.

Title: Chief, DIVISION.

**Read and Accepted by NIST Recipients:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Title** | **Signature** | **Date** |
| NIST EMPLOYEE. | TITLE. |  |  |
| NIST EMPLOYEE. | TITLE. |  |  |
| NIST EMPLOYEE. | TITLE. |  |  |
| NIST EMPLOYEE. | TITLE. |  |  |

**NIST Employees:** Submit this NDA with Due Diligence Memo to OU Director for approval. Send copies of NDAs to Technology Partnerships Office at Mail Stop 2200 or by e-mail to ipp@nist.gov.