



Disclosure of NIST's Confidential Information

THIS NONDISCLOSURE AGREEMENT is entered into as of _____ by NIST which is the party disclosing confidential information, and _____, which is the party receiving confidential information ("Recipient"), in order to protect the confidential information which is disclosed to Recipient by NIST.

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

1. The Recipient's representatives for receiving confidential information are: _____. Recipient shall not disclose the confidential 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. The confidential information disclosed by NIST under this Agreement is described as: _____.

3. The Recipient shall keep the information confidential and shall use the confidential information only for _____. The Recipient shall not make any copies of the confidential 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 NIST and marked "confidential" or with a similar legend.

4. To the extent permitted by law, the Recipient shall protect the disclosed confidential 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 confidential information as the Recipient uses to protect its own confidential information of a like nature.

5. The Recipient shall have a duty to protect all confidential information which is disclosed to it, whether disclosed in writing, orally or in any other manner and which is identified as confidential at the time of disclosure. *If the disclosure is in writing, it shall be marked "confidential". If a disclosure is not in writing, NIST shall provide Recipient with a written memorandum summarizing and designating such information as confidential within thirty (30) days of the disclosure.*

6. This agreement controls only information which is disclosed to Recipient between the effective date (the date of last signature) and _____.

7. Recipient's duties under Paragraphs 3 and 4 of this Agreement shall expire three (3) years after the information is received.

8. This Agreement imposes no obligation upon the Recipient with respect to confidential information which (a) was in the Recipient's possession before receipt from NIST; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by NIST to a third party without a duty of confidentiality on the third party; (e) is independently disclosed by the Recipient with NIST's prior written approval, or (f) is developed by the Recipient without reference to information disclosed

hereunder.

9. NIST warrants that it has the right to make the disclosures under this Agreement.

10. Neither party acquires any intellectual property rights under this Agreement.

11. Neither party has an obligation under this Agreement to purchase, sell or license any service or item from the other party.

12. The Recipient shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export technical data or products received from NIST or the direct product of such technical data to any proscribed country listed in the U.S. Export Administration Regulations, unless properly authorized by the U.S. Government.

13. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.

14. All additions or modifications to this Agreement must be in writing and signed by both parties.

15. This Agreement is made under and shall be governed by the laws of the United States.

16. 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 Recipient's duties with respect to confidential information disclosed prior to termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

National Institute of Standards
and Technology

(Please Specify Company)

By: _____

By: _____

Print Name: _____
Title: Laboratory Director

Print Name: _____
Title: _____

By: _____

Print Name: Paul Zielinski
Title: Chief, Office of Technology Partnerships

Address: NIST
Building 820, Room 213
Gaithersburg, Maryland 20899

Address: _____

NIST PERSONNEL: FORWARD ALL COPIES OF EXECUTED NONDISCLOSURE AGREEMENTS TO: CHIEF,
OFFICE OF TECHNOLOGY PARTNERSHIPS; Building 222, Room A241.