

## 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 \_\_\_\_\_, which is the party disclosing proprietary information (“Discloser”), in order to protect the confidential information which is disclosed by Discloser to NIST. The parties hereto agree as follows:

1. The information disclosed by Discloser to NIST under this Agreement is \_\_\_\_\_ (“Proprietary Information”). The following NIST’s representative(s) will be receiving Proprietary Information: \_\_\_\_\_.  
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 internal 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 as “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 is identified as “confidential” by Discloser, or, if disclosed orally or in any other manner, if Discloser provides NIST with a written memorandum summarizing the Proprietary Information and designating such summary as “confidential” within thirty (30) days of the disclosure.
5. This Agreement is effective as of the date of the last signature of the duly authorized representatives (“Effective Date”) and shall expire after one (1) year (“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. All additions or modifications to this Agreement must be in writing and signed by both parties.
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. Discloser warrants that it has the right to make the disclosures under this Agreement.
11. Neither party acquires any intellectual property rights under this Agreement. Neither party has an obligation under this Agreement to purchase, sell or license any service or item from the other party.
12. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.
13. This Agreement is made under and shall be governed by the laws of the United States.

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

**Signatory for Discloser:**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

**Collaborator's Contact for Written Notices:**

**Signatories for National Institute of Standards and Technology:**

\_\_\_\_\_  
Director,

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief,

\_\_\_\_\_  
Date

**Address for NDA-related correspondence:**

NIST Technology Partnerships Office  
100 Bureau Drive, Gaithersburg, Maryland  
20899-2200 [ipp@nist.gov](mailto:ipp@nist.gov)

**Read and Acknowledged by NIST Recipients:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NIST EMPLOYEE --** Please route this NDA with an NDA Memo for review and signatures. When fully signed, please forward a copy of Memo and NDA to the [Technology Partnerships Office \(TPO\)](#) at Mail Stop 2200. Please contact TPO if you have questions at (301) 975-2573.