

**NON-DISCLOSURE AGREEMENT
FOR PROPRIETARY INFORMATION DISCLOSED BY NIST**

THIS NONDISCLOSURE AGREEMENT is by and between the National Institute of Standards and Technology (“NIST”), which is the party disclosing certain non-public information, and _____, which is the party receiving proprietary information (“Recipient”), in order to protect the confidential information which is disclosed to Recipient by NIST. The parties hereto agree as follows:

1. The non-public information disclosed by _____ at NIST under this Agreement is described as (“Proprietary Information”).
2. Recipient’s representative(s) for receiving Proprietary Information is/are:

Recipient 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.
3. Recipient shall keep the Proprietary Information as confidential and shall use the Proprietary Information only for the following purpose:
4. Recipient shall not make any copies of the Proprietary Information except as necessary for its employees who are entitled to review it under Section 2 above. Any copies which are made shall be identified as belonging to NIST and marked “confidential” or with a similar legend.
5. To the extent permitted by law, the Recipient 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 Recipient uses to protect its own confidential information of a like nature.
6. Recipient shall have a duty to protect all Proprietary 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 Proprietary Information as confidential within thirty (30) days of the disclosure.
7. This Agreement is effective as of the date of the last signature (“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 Recipient between the Effective Date and the Expiration Date. 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 Proprietary Information disclosed prior to termination.
8. Recipient’s duties under Paragraphs 3 and 4 of this Agreement shall expire three (3) years after the Proprietary Information is received.

8. This Agreement imposes no obligation upon Recipient with respect to information which (a) was in Recipient's possession before receipt from NIST; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is received by 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 Recipient with NIST's prior written approval, or (f) is developed by Recipient without reference to information disclosed hereunder.
9. Recipient will comply with all applicable United States and foreign export laws and regulations pertaining to the Proprietary Information disclosed by NIST to Recipient. Without limitation, Recipient 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 NIST 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.
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 parties do not intend that any agency or partnership relationship be created between them by this Agreement.
13. All additions or modifications to this Agreement must be in writing and signed by both parties.
14. 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 Recipient:

Date

Address for Written Notices:

Signatories for National Institute of Standards and Technology:

Date

Director,

Date

Paul Zielinski
Director, Technology Partnerships Office

Address for NDA-related correspondence:

NIST Technology Partnerships Office
100 Bureau Drive, Gaithersburg, Maryland 20899-2200; ipp@nist.gov