

NONDISCLOSURE AGREEMENT

In order to protect certain Business Sensitive or Proprietary Information (Information), **UT-Battelle, LLC** (UT- Battelle), under the authority of its Prime Contract No. DE-AC05-00OR22725 with the U.S. Department of Energy (DOE) and having an address at **One Bethel Valley Road, Oak Ridge, Tennessee 37830**, and **Company Name** (Company) having an address at **Company complete mailing address**, hereinafter referred to individually as “Party” or collectively as “Parties,” hereby agree:

1. **Disclosing Party: The Party(ies) disclosing information is(are):**
 - Company
 - UT-Battelle
2. **Representative:** Each Party’s representative for coordinating disclosure or receipt of Information is:
 - Company :** Company Contact Name, Phone number, E-mail address
 - UT-Battelle:** UT-B Contact Name, Phone number, E-mail address
3. **Description of Information:** The INFORMATION disclosed under this NDA is Company’s Proprietary Information related to
The Information disclosed under this NDA by UT-Battelle is:
4. **Restrictions:** The Party receiving Information (Recipient) shall maintain the Information in confidence and disclose the Information only to its employees having a need to know such Information, and any contractors, subcontractors, and agents of Recipient having a similar obligation of confidentiality, to fulfill the following purpose: **Evaluation in anticipation of a business relationship between the Parties.** Except as otherwise required herein, if disclosure of Information to a third party becomes necessary, the Disclosing Party shall first enter into an NDA with such third party that is substantially similar to this NDA. All parties, whether Parties to this NDA or third parties, that have executed a nondisclosure agreement similar to this NDA for the same Information may share Information with each other. UT-Battelle shall have the right to disclose the Information to DOE or the designee thereof, as required under the Prime Contract between UT-Battelle and DOE. Information shall be protected against further disclosure by DOE employees under 18 USC 1905.
5. **Effective Date** means the date of the signature of the last Party to sign this NDA.
6. **Confidentiality Period:** This NDA and Recipient’s duty to protect Information expires three (3) years from the Effective Date of this NDA as identified above.
7. **Disclosure Period:** This NDA applies to Information described in Paragraph 3 that is actually disclosed to Recipient within one (1) year after the Effective Date identified above.
8. **Standard of Care:** Recipient shall protect the Information received hereunder by using the same degree of care that Recipient uses to protect its own Information of a like nature, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination, or publication of the Information.
9. **Marking:** Recipient’s obligations shall only extend to Information that is described in Paragraph 3, and that: (a) is marked as Business Sensitive or Proprietary at the time of disclosure; or (b) is unmarked (e.g. orally disclosed) but treated as Business Sensitive or Proprietary at the time of disclosure, and is designated as Business Sensitive or Proprietary in a written memorandum sent to Recipient’s representative within thirty (30) days of disclosure, sufficiently summarizing the Information to enable its identification.
10. **Exclusions:** This NDA imposes no obligation upon Recipient with respect to Information that: (a) was rightfully in Recipient’s possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) is disclosed by Discloser to a third party without imposing a duty of confidentiality on the third party; (e) is independently developed by employees of Recipient who did not have access to such Information; (f) must be disclosed under operation of law or regulation; or (g) is disclosed by Recipient with Discloser’s prior written approval.
11. **Warranty:** Each Discloser warrants that it has the right to make the disclosures under this NDA. **NO OTHER WARRANTIES, INCLUDING WARRANTIES AGAINST INFRINGEMENT, ARE MADE BY EITHER PARTY UNDER THIS NDA. ANY INFORMATION EXCHANGED UNDER THIS NDA IS PROVIDED “AS IS.”**

12. **Rights:** Neither Party acquires any intellectual property rights under this NDA except the limited rights necessary to carry out the Purpose set forth in Paragraph 4. This NDA shall not restrict reassignment of Recipient's employees to perform similar or identical work for or with others, but such employees shall not use any Information exchanged and subject to this NDA.
13. **Export Laws and Regulations:** Each Party acknowledges that it is responsible for its own compliance with all U.S. export control laws and regulations. Each Party acknowledges that it is responsible for obtaining export license, if required, before giving any foreign person access to Information. Each Party acknowledges that it is responsible for all regulatory record-keeping requirements associated with the use of export control licenses and license exemptions and exceptions.
14. **Economic Espionage Act:** The Information disclosed under this NDA is subject to the provisions of the Economic Espionage Act of 1996.
15. **Miscellaneous:**
 - 15a. This NDA imposes no obligation on either Party to purchase, transfer, or otherwise dispose of any technology, services or products.
 - 15b. This NDA does not create any agency or partnership relationship. Each Party is responsible for its own expenses incurred as a result of any discussions between the parties.
 - 15c. This NDA embodies the entire understanding between the Parties pertaining to the subject matter hereof. Any modifications to this NDA shall be made in writing and signed by all Parties to this NDA. Facsimile signatures are deemed equivalent to original signatures for purposes of this NDA.
 - 15d. This NDA and all Information received hereunder, if any, may be transferred to DOE or its designee upon termination of UT-Battelle's Prime Contract, if any, with DOE.

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