

NONDISCLOSURE AGREEMENT

Sandia's Model Group Template Form
Template Last Revised, 3/5/02

THIS AGREEMENT is between and among

INDUSTRY PARTNER NO. 1, having an office for the transaction of business at
_____;

INDUSTRY PARTNER NO. 2, having an office for the transaction of business at
_____, and

SANDIA CORPORATION (SANDIA), operator of Sandia National Laboratories for the U.S. Department of Energy (DOE) under Contract No. DE-AC04-94AL85000, with principal offices located in Albuquerque, New Mexico, and Livermore, California.

WHEREAS, the named parties wish to form a collaborative association to which the members of such collaborative association may share, among themselves, information of a proprietary nature for the purpose of _____;

WHEREAS, the success of this collaboration shall depend in good measure on the free-flow of information among the parties;

WHEREAS, in order to induce the free-flow of information among the parties, the parties have agreed to certain protections for proprietary information shared among themselves and within the context of this collaborative association;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. "Proprietary Information" is defined as information relating to:

_____.
2. Proprietary Information disclosed hereunder, may not be used by any Party other than the disclosing Party for any purpose other than as stated above.
3. Receiving Party shall protect only Disclosing Party's Information, which is either:
 - a. disclosed in writing or other tangible form and plainly marked as the Disclosing Party's Information.
 - b. disclosed in another manner and identified as proprietary at the time of disclosure, and summarized and designated proprietary in a written memorandum delivered to Receiving Party within thirty (30) days of the disclosure; in which case the information contained in the summary (not information contained solely in the non-tangible disclosure) shall be subject to the restrictions herein.

4. Receiving Party shall:
 - a. protect the Disclosing Party's Information by using the same degree of care, but no less than a reasonable degree of care, as Receiving Party uses to protect its own proprietary information of a like nature.
 - b. not disclose the Disclosing Party's Information to any third Party without the written consent of the Disclosing Party.
 - c. restrict disclosure of the Disclosing Party's Information to employees who have a need to know the same and who have been advised of Receiving Party's obligations under this Agreement.
 - d. not remove the proprietary markings from any of the Disclosing Party's Information.
5. INDUSTRY PARTNERS acknowledge that the DOE has audit and inspection rights over all activities conducted at Sandia's location. INDUSTRY PARTNERS hereby permit the exercise of such rights in conjunction with Sandia's activities which may involve proprietary information disclosed to Sandia hereunder, any such disclosure shall be further protected under 18 USC 1905.
6. The obligations of nonuse and nondisclosure set forth in this Agreement shall not apply to any information which:
 - a. is or becomes part of the public domain otherwise than as a consequence of breach of obligations under this Agreement.
 - b. was already known to the Receiving Party prior to receipt from the Disclosing Party.
 - c. is lawfully disclosed by the Disclosing Party to a third party without restriction.
 - d. is disclosed by a third party to the Receiving Party without restriction and otherwise than as a consequence of breach of obligations of a nondisclosure Agreement.
 - e. is at any time developed by Receiving Party independently without the use of Disclosing Party Information.
7. No license to a party, under any patent, trademark, copyright, mask work or any other intellectual property right, is either granted or implied by the conveying of Proprietary Information to such party. None of the Information which may be disclosed or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or inducement by a party to any other party of any kind, and, in particular, with respect to the non-infringement of patents or any other intellectual property rights, or other rights of third persons or of the parties hereto.
8. Neither this Agreement nor the disclosure or receipt of proprietary information shall constitute or imply any promise or intention to make any purchase of products or services by any party, or any commitment by any party with respect to the present or future marketing of any product or service.
9. Upon termination or expiration of this Agreement as to any party, such party will, within a reasonable period of time thereafter and upon receipt of a written request to do so by the Disclosing Party, return to such Disclosing Party all proprietary information received from that Disclosing Party under this Agreement and copies made thereof, or certify by written memorandum that all such proprietary information has been destroyed; provided, however, that the terminating party may retain an archival copy to be used only in case of a dispute concerning this Agreement.

10. The Receiving Parties hereunder acknowledge that they will not export or disclose to any non-resident foreign person or entity, any technical data without first complying with U.S. Government export control laws and regulations such as the International Traffic Arms Regulations and the Export Administration Regulations, including requirements for obtaining export licenses, regardless of whether the transfer occurs within the United States or abroad. Each Receiving Party further agrees that it will not export, directly or indirectly, any proprietary information disclosed under this agreement without the written consent of the Disclosing Party.
11. The term of this agreement shall be for one (1) year. Each Party may terminate this agreement by giving thirty (30) days' prior written notice to the other parties. However, the obligations undertaken by a Receiving Party with respect to specific items of proprietary information disclosed hereunder shall survive until the passage of three (3) years after the date of disclosure regardless of the expiration of the one-year term or the exercise of the right to terminate upon thirty-days' written notice by a party hereto.
12. All notices and/or correspondence hereunder, shall be mailed, faxed or hand-delivered and addressed to:

INDUSTRY	PARTNER	NO.	1:
INDUSTRY	PARTNER	NO.	2:
- SANDIA: Name of Sandia Point of Contact: Org and MS: Sandia National Laboratories, P. O. Box 5800, Albuquerque, New Mexico 87185- , Phone, Fax, and e-mail information.
13. This Agreement shall be construed in accordance with the laws of the State of New Mexico.
14. This Agreement contains the entire understanding of the parties regarding the treatment of Proprietary Information. Any previous agreements or understanding regarding the Proprietary Information, whether written or oral, are superseded. The waiver, amendment or modification of this Agreement will not be effective unless in a writing signed by authorized representatives of all of the parties.
15. Reproduction of this agreement, with all signatures affixed, shall be deemed a duplicate executed original of this agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as set forth below.

SANDIA CORPORATION

INDUSTRY PARTNER NO. 1

By _____

Name:
Title: Director

By:
Name:
Title:

Date: _____

Date: _____

INDUSTRY PARTNER NO. 2

By _____
Name:
Title:

Date: _____