

## NONDISCLOSURE AGREEMENT

Sandia's Model One-Way In Nondisclosure Form  
Template Last Revised, 1/28/03

THIS AGREEMENT is between \_\_\_\_\_ (COMPANY), having an office for the transaction of business at \_\_\_\_\_ and Sandia Corporation (SANDIA), operator of Sandia National Laboratories under Contract Number DE-AC04-94AL85000 for the U.S. Department of Energy (DOE), with principal offices located in Albuquerque, New Mexico.

WHEREAS, it is necessary and desirable for SANDIA to have access to certain of COMPANY's information which COMPANY considers Proprietary Information (Information) and described as \_\_\_\_\_ [Preparer: describe the proprietary information the other company will disclose

The sole purpose (Purpose) of this exchange of Information is to: \_\_\_\_\_ [Preparer: insert the purpose of this agreement, for example, "to permit the parties to evaluate the Information," or, "to explore collaborative business opportunities," etc.], pursuant to the following terms and conditions

THEREFORE, SANDIA agrees:

1. SANDIA shall protect only COMPANY Information that is either:
  - a. disclosed in writing or other tangible form and plainly marked as COMPANY'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 SANDIA within thirty (30) days of the disclosure.
  
2. SANDIA shall:
  - a. not disclose Information to any third party.
  - b. use such Information only to the extent necessary for the aforesaid Purpose.
  - c. limit access to Information to such of its employees and contractors reasonably requiring same for the aforesaid Purpose and who are obligated to treat the same as confidential and in the same manner and equivalent extent as provided herein with regard to confidentiality, nonuse and nondisclosure.
  - d. not remove the proprietary marking from any of COMPANY's Information.
  
3. The nondisclosure obligations hereunder shall not apply to any Information that:
  - a. is or becomes part of the public domain through no fault of SANDIA.
  - b. was already known to SANDIA prior to receipt from COMPANY.
  - c. is lawfully disclosed to SANDIA by a third party who is not under any obligation of confidentiality to COMPANY with respect to such Information.
  - d. is at any time developed by SANDIA independently without the use of COMPANY's Information.

4. COMPANY acknowledges that DOE has audit and inspection rights over all activities conducted at Sandia's location. COMPANY hereby permits the exercise of such rights in conjunction with SANDIA's activities which may involve Information disclosed to SANDIA hereunder; provided, however, that any disclosure to DOE is further protected under 18 USC 1905.
5. No license to SANDIA, under any patent, trademark, copyright, mask work or any other intellectual property right of COMPANY, is either granted or implied by the conveying of Information to SANDIA. None of the Information that may be disclosed by the COMPANY to SANDIA shall constitute any representation, warranty, assurance, guarantee or inducement by the COMPANY to SANDIA of any kind whatsoever other than as set forth herein to accomplish the purpose of this Agreement.
6. Neither this Agreement nor the disclosure or receipt of Information shall constitute or imply any promise or intention to make any purchase of products or services by either party, or any commitment by either party with respect to the present or future marketing of any product or service. If SANDIA awards a procurement contract to COMPANY in anyway related to COMPANY'S Information, the terms and conditions of the procurement contract shall take precedence over any and all terms and conditions of this Agreement.
7. All Information shall remain the COMPANY's property and shall be destroyed or returned upon written request or upon SANDIA's determination that it no longer has a need for such Information.
8. Either party may upon prior written notice to the other party cease to provide and/or receive any further disclosures of Information from the other party.
9. The term of this Agreement, which is the actual length of time during which Information may be disclosed, shall expire \_\_\_\_\_years from the date of acceptance of this Agreement by Company and Sandia, whichever is the last to accept this Agreement.
10. The obligations of this Agreement with respect to confidentiality, nonuse and nondisclosure shall expire two (2) years from the date of expiration of this Agreement.
11. This Agreement shall be made under, and shall be governed by and construed in accordance with the laws of the State of New Mexico, excluding its choice of law provisions.
12. COMPANY warrants that it has the right to disclose Information to SANDIA.
13. All notices and/or correspondence hereunder, shall be mailed, faxed or hand-delivered and addressed as follows: for SANDIA: \_\_\_\_\_, Org. \_\_\_\_\_-MS\_\_\_\_\_, Sandia National Laboratories, P. O. Box 5800, Albuquerque, New Mexico 87185- , Phone and fax numbers and e-mail address; for COMPANY: Contact name, address, phone and fax numbers and e-mail address.

This Agreement states the entire agreement between the parties superceding all prior agreements. If any part is held invalid or unenforceable, such portion is stricken without effect on the remainder of the agreement.

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

**SANDIA CORPORATION**

**COMPANY**

By \_\_\_\_\_  
Name:  
Title: Director

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_