

**NON-DISCLOSURE AGREEMENT
FOR EVALUATION OF PROPRIETARY DATA**

This Non-Disclosure Agreement is entered into by the United States Department of Energy Albany Research Center (ARC) and by _____, a corporation of the state of _____ having its principal office at _____.

In order to permit ARC to conduct an evaluation, ARC requires access to and use of certain information and data related to _____'s program, alleges that such information and data include information and data which _____ claims to be proprietary (trade secrets developed at private expense and privileged commercial or financial information), but _____ is willing and able to provide such information and data under the terms and conditions hereinafter set forth.

1. All information and data which is claimed by _____ to be proprietary data or other sensitive technical, business or financial data and which is conveyed by _____ to ARC shall be so identified and marked by _____ at the time it is conveyed to ARC, which marking shall include the following legend:

LIMITED RIGHTS LEGEND

This proprietary data, furnished under a Non-Disclosure Agreement between Albany Research Center (ARC) and _____ may be reproduced and used only as is necessary to enable ARC to conduct an evaluation involving such data and may not be disclosed to anyone without the prior written permission of _____ other than government employees (subject to 18 U.S.C. § 1905) or contractors of ARC, such contractors having agreed to keep the data confidential, and whose access to the data is necessary for the conduct of the evaluation.

This Legend shall be marked on any reproduction, in whole or in part, of this proprietary data.

To the extent that ARC receives or is given access to any such identified and marked proprietary data by _____, ARC shall use its best efforts to treat such data in accordance with the Limited Rights Legend contained thereon, to use such data only for purposes of conducting the evaluation, and to make no further disclosure of such data.

2. In the event ARC employees receive oral disclosures of proprietary data or visit facilities of _____ and are given access to proprietary data to be protected, _____ shall, at the time of the disclosure: (i) advise the recipient of the proprietary data that the same are disclosed on a proprietary basis, (ii) provide ARC, within thirty (30) days of such disclosure or access, a document containing a brief description of the proprietary data so disclosed, and (iii) note on the brief description that the disclosure comprised proprietary data, and include on such description the above Limited Rights Legend.

3. All such identified and marked information and data provided to ARC by _____ shall remain the property of _____. The data and all copies thereof shall be returned to _____ upon the earlier of months or the completion of the evaluation being conducted by ARC.

4. The obligations of this Non-Disclosure Agreement shall remain in effect for a period of **five (5) years** after the effective date of this agreement.

5. The obligations of this Non-Disclosure Agreement shall not extend or apply to information and data which now or hereafter (i) are generally known or available from other sources without obligation

concerning their confidentiality, (ii) have been made available by _____ to others without obligation concerning their confidentiality; or (iii) are already available to the Government without obligation concerning their confidentiality.

This Agreement shall be effective as of _____, when executed by duly authorized representatives of both ARC and _____.

ALBANY RESEARCH CENTER _____

By: _____

By: _____

Title: _____

Title: _____