

LICENSE AND NON-DISCLOSURE AGREEMENT

UChicago Argonne, LLC, operator of Argonne National Laboratory and herein called the "Laboratory," acting under Prime Contract No. DE-AC02-06CH11357 with the United States Government (called the "Government"), represented by the U.S. Department of Energy (called "DOE"), desires certain rights in and to information and data relating to _____ alleged to be owned by _____ (herein called the "owner").

All such information and data which the owner claims to be proprietary data (trade secrets and privileged or confidential commercial or financial information) shall be so identified and marked by the owner at the time it is conveyed to the Laboratory. During the term of this Agreement and for five (5) years thereafter, the Laboratory and DOE shall utilize their best efforts to prevent disclosure or publication of such proprietary data and shall not disclose such proprietary data to third parties without prior written consent of the owner.

The owner hereby grants to the Laboratory and DOE a paid-up, nonexclusive license to use and have used such proprietary data in connection with the work being conducted by and at the Laboratory. The license includes the right to make copies of such proprietary data as are necessary for such licensed use, including copies for archive purposes. All such copies of said proprietary data shall be likewise marked. Upon the termination of this Agreement, all the furnished proprietary data together with all existing copies thereof shall, upon request, be returned to the owner.

The term of this Agreement shall commence as of _____ and shall continue until _____ or such other time as is mutually agreed to in writing by the Laboratory and the owner.

However, the obligations of this 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 the owner to others without obligation concerning their confidentiality; (iii) are already available to the Government or the Laboratory without obligation concerning their confidentiality; or (iv) are required to be released pursuant to the provisions of the Freedom of Information Act.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 200__.

UCHICAGO ARGONNE, LLC
(Operator of Argonne National Laboratory)

(Owner)

By _____

By: _____

Title: _____
Procurement Department

Title: _____