

NON-DISCLOSURE AGREEMENT FOR EVALUATION OF PROPRIETARY DATA

This Non-Disclosure Agreement is entered into by the University of Chicago, Operator of Argonne National Laboratory and herein called "Laboratory", acting under Prime Contract No. W-31-109-ENG-38 with the United States Government (called the "Government"), represented by the U.S. Department of Energy (called "DOE"), and by _____ (called "Contractor").

In order to permit the Laboratory to conduct an evaluation, the Laboratory desires access to and use of certain information and data related to

_____. The Contractor alleges that such information and data include information and data which the Contractor claims to be proprietary data (trade secrets and privileged commercial or financial information), but the Contractor 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 the Contractor to be proprietary data or other sensitive technical, business or financial data and which is conveyed by the Contractor to the Laboratory shall be so identified and marked by the Contractor at the time it is conveyed to the Laboratory, which marking shall include the following legend:

LIMITED RIGHTS LEGEND

This proprietary data, furnished under a Non-Disclosure Agreement between the Laboratory and _____, may be reproduced and used only as is necessary to enable the Laboratory to conduct an evaluation involving such data, and may not be disclosed to anyone other than employees of the Laboratory or the Government conducting such evaluation without the prior written permission of _____.

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

To the extent that the Laboratory receives or is given access to any such identified and marked proprietary data by the Contractor, the Laboratory 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 data.

2. In the event Laboratory employees receive oral disclosures of proprietary data or visit facilities of the Contractor and are given access to proprietary data to be protected, the Contractor shall, at the time of the disclosure, advise the recipient of the proprietary data that the same are disclosed on a proprietary basis, shall provide the

Laboratory within thirty (30) days of such disclosure or access with a document containing a brief description of the proprietary data so disclosed, and shall 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 the Laboratory by the Contractor shall remain the property of the Contractor and, upon completion of the evaluation being conducted by the Laboratory, shall be returned to the Contractor with all copies made thereof.
4. The obligations of this Non-Disclosure Agreement shall remain in effect for a period of _____ () years after the date this Agreement is executed by the Laboratory.
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 the Contractor to others without obligation concerning their confidentiality; or (iii) are already available to the Government or the Laboratory without obligation concerning their confidentiality.

In witness whereof, the parties have executed this Agreement this _____ day of _____, 200__.

The University of Chicago
(Operator of Argonne National Laboratory)

(Contractor)

By _____

By _____

Title _____

Title _____