

NON-DISCLOSURE AGREEMENT ("Agreement")

This Agreement is entered into by and between **Alliance for Sustainable Energy, LLC** ("Alliance"), the Manager and Operator of the National Renewable Energy Laboratory ("NREL") under Prime Contract No. DE-AC36-08GO28308 for the U.S. Department of Energy ("DOE"), located at 15013 Denver West Parkway, Golden, CO 80401, and **COMPANY NAME** ("Disclosing Party"), whose place of business is located at **COMPANY ADDRESS**. Alliance and Disclosing Party are also referred to herein collectively as the "Parties" and individually as a "Party". The effective date ("Effective Date") of this Agreement is the signature date of the last of the Parties to sign this Agreement.

1. DEFINITIONS AND PURPOSE

- a. As used herein, "Proprietary Information" means information that is exempt from public release under the Freedom of Information Act by Exemption 4 (5 U.S.C. § 552(b)(4)).
- b. As used herein, the "Scope" means information related to **PROVIDE A NON-PROPRIETARY DESCRIPTION OF THE INFORMATION TO BE DISCLOSED, E.G., THE SERIAL NUMBER AND TITLE OF A NON-PUBLISHED PATENT APPLICATION, THE IDENTIFYING NUMBER AND TITLE OF AN INVENTION DISCLOSURE, ETC.**, which Disclosing Party considers to be Proprietary Information.
- c. For a period of **DEFINE THE PERIOD OF TIME FOR DISCLOSURE WHICH MUST BE 1-12** months from the Effective Date (the "Disclosing Period"), Disclosing Party wishes to provide to Alliance and Alliance wishes to obtain access to Proprietary Information related to the Scope. Disclosing Party is furnishing such information for the purpose of **DESCRIBE THE PURPOSE, I.E., EVALUATION, TESTING, CONSIDERATION OF A POSSIBLE BUSINESS COLLABORATION, ETC.** (the "Purpose"). The "Confidentiality Period" for this Agreement is three (3) years from the Effective Date.

2. PROPRIETARY INFORMATION

- a. Disclosing Party will identify and mark its written Proprietary Information disclosed hereunder as "Proprietary Information" at the time it is conveyed to Alliance. For Proprietary Information first disclosed orally (i.e., information expressed by spoken words) hereunder, Disclosing Party will:
 - (i) identify such information as Proprietary Information at the time it is conveyed to Alliance;
 - (ii) reduce such information to writing; and
 - (iii) provide an appropriately identified and marked copy of such writing to Alliance within thirty (30) days of such disclosure.
- b. Alliance will treat Proprietary Information that is within the Scope and that is disclosed in compliance with Paragraph 2.a, above, as confidential and proprietary, and will use such information only for the Purpose. Alliance will not disclose such information to any third party for the duration of the Confidentiality Period without the prior written approval of Disclosing Party. Notwithstanding the foregoing, Proprietary Information provided to Alliance hereunder is subject to inspection by DOE or its designee upon reasonable notice. Proprietary Information provided to DOE employees is protected against further disclosure under 18 U.S.C. § 1905.
- c. Alliance will provide access to Proprietary Information that is within the Scope and that is disclosed in compliance with Paragraph 2.a, above, only to Alliance's employees, agents, and independent contractors who are required to have access specifically related to the Purpose, and to DOE or its designee for auditing and inspection purposes only. Alliance will inform individuals having access to such Proprietary Information of the confidential nature of this information and the restrictions on its publication, disclosure, and use, and will require that such employees, agents, and independent contractors are bound by confidentiality obligations no less stringent than those stated in this Agreement.

- d. The obligations of confidentiality set forth in this Agreement do not apply to information which (i) becomes publicly known without the fault of Alliance or DOE; (ii) has been made available by Disclosing Party (or the owner if other than Disclosing Party) to others without obligation concerning its confidentiality; (iii) is already in the possession of Alliance or DOE without obligation concerning its confidentiality; (iv) is independently developed by employees of Alliance or DOE who did not have access to such Proprietary Information; or (v) is required to be disclosed by U.S. law, including a Freedom of Information Act request if no exemption is deemed by DOE to be applicable, and a court order from a court of competent jurisdiction, provided that Alliance promptly notifies Disclosing Party and uses diligent efforts to limit such disclosure. Notwithstanding anything to the contrary herein, any disclosure permitted by (v) above will not relieve Alliance's confidentiality obligations as to disclosures to any other third party.

3. TERM AND TERMINATION

- a. Either Party may terminate this Agreement with or without cause by giving the other Party thirty (30) days prior written notice.
- b. If not earlier terminated by either Party, this Agreement will terminate at the end of the Disclosing Period.
- c. Upon termination of this Agreement, Alliance will, within two (2) weeks of written request from Disclosing Party, return all documents concerning the Proprietary Information and all copies of any such documents to Disclosing Party, or certify in writing their destruction, with the exception of copies of Proprietary Information made as a matter of routine information technology or legal backup, provided that such copies will continue to be subject to the confidentiality obligations set forth in this Agreement and may only be used in resolving a dispute between the Parties regarding this Agreement.
- d. The obligations of confidentiality set forth in Section 2, above, will survive termination of this Agreement until the end of the Confidentiality Period.

4. MISCELLANEOUS

- a. Disclosure of Proprietary Information to Alliance does not constitute any grant, option, or license under any patent or other right now or hereinafter held by Disclosing Party. No license—express or implied—in the Proprietary Information or other proprietary right is granted hereunder other than to use the information in the manner and the extent authorized by this Agreement.
- b. A Party receiving Proprietary Information will adhere to U.S. Export Administration Laws and Regulations and will not export or re-export any such Proprietary Information, any technical data, items, or products arising from such information, to any country or person unless properly authorized by the U.S. Government.
- c. Nothing in this Agreement prohibits or otherwise restricts employees or subcontractors of the Parties from lawfully reporting waste, fraud, or abuse related to the performance of a government contract to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).
- d. This Agreement contains the entire understanding between the Parties and it supersedes all prior or contemporaneous communications, agreements, or understandings between the Parties concerning Alliance's receipt of Proprietary Information for the Purpose. This Agreement may be executed in counterparts and the sum of said counterparts will represent a fully executed document. Facsimile signatures and electronic signatures are fully binding and constitute a legal method of executing this Agreement