**ARMY RESEARCH LABORATORY DOMESTIC TECHNOLOGY TRANSFER NONDISCLOSURE AGREEMENT**

This Agreement is being entered into by the undersigned identified RECEIVING PARTY. WHEREAS, the U.S. Government may own, or has the right to become the owner of patentable

data and information, hereinafter referred to as “the INFORMATION” and desires to disclose to

RECEIVING PARTY certain technical information disclosing the INFORMATION; and

WHEREAS, the Army Research Laboratory (ARL) has custody and administration of the

INFORMATION which ARL may withhold from disclosure to the public as authorized by 35

U.S.C. 205; and

WHEREAS, RECEIVING PARTY is interested in receiving technical information about the

INFORMATION for the purpose of evaluating the INFORMATION; and

WHEREAS, ARL seeks to restrict use or further disclosure of the INFORMATION by the

RECEIVING PARTY.

NOW THEREFORE, in consideration of the receipt of the above-mentioned information about the INFORMATION the RECEIVING PARTY agrees as follows:

1. RECEIVING PARTY agrees to use its best efforts to keep information about the INFORMATION it receives from the ARL in confidence and not disclose the information outside of RECEIVING PARTY. “Best efforts” for the purpose of this Agreement is defined to be at least the same degree of care that RECEIVING PARTY uses to protect against disclosure of information which it considers to be trade secret in nature.

2. RECEIVING PARTY agrees that ARL information shall be used solely for technology assessment purposes.

3. RECEIVING PARTY agrees that all information about the INFORMATION is provided “as is” and without any warranty, express or implied, as to its accuracy, suitability for a particular purpose, or completeness.

4. RECEIVING PARTY shall not be restricted in, nor incur any liability for, disclosure, use, and reproduction of any information:

a) which is or becomes publicly available other than by breach of this Agreement;

b) which is known to RECEIVNG PARTY at the time of disclosure; or

c) which becomes known to RECEIVING PARTY from an independent source without breach of any agreement to the contrary; or

d) which is disclosed with the written approval by ARL; or

5. RECEIVING PARTY understands that no license, under any copyright, trademark, patent application, or patent is either granted or implied by the ARL in the conveying of the information to RECEIVING PARTY.

6. This Agreement shall be subject to United States Federal law only.

**RECEIVING PARTY**

By: \_

(Print Name)

Date: \_

(Signature)

Title:

Organization:

**TO BE COMPLETED AT TIME OF SEPARATION OR TERMINATION**

I have reviewed the signed Non-Disclosure Agreement and agree to maintain the confidentially of the terms and contents set forth herein.

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Initials Date