

U.S. Department of Agriculture Agricultural Research Service

NON-DISCLOSURE AGREEMENT FOR ARS RECEIVING INFORMATION

It is necessary for Name of Company/University Representative, employed by Name of Company/University (hereinafter referred to as Provider), to disclose certain confidential or proprietary information (hereinafter referred to as Confidential Information) to Name of ARS Scientist, employed by the U.S. Department of Agriculture, Agricultural Research Service (hereinafter referred to as ARS), to determine if there is sufficient mutual interest to pursue a Patent License and/or a cooperative research agreement.

Confidential Information to be disclosed: In general terms, describe the specific information to be disclosed.

The Parties (Provider and ARS) agree that the Confidential Information is disclosed under the following conditions:

1. ARS shall not disclose the Confidential Information to any third party nor use such Confidential Information for any purpose other than that given above.
2. ARS shall use the same degree of care to protect Confidential Information received under this Agreement as it uses to protect its own information of a similar nature, but in any event not less than reasonable care under the circumstances.
3. The Confidential Information shall be excluded from confidentiality if ARS can demonstrate that (a) it had possession of the information prior to disclosure, or (b) the information generally is available to the public at the time of disclosure, or becomes generally available, after disclosure, through no fault of ARS; or (c) ARS receives the information from a third party having the right to the information and who does not impose confidentiality, or (d) ARS developed the material/information independently.
4. It shall not be a breach of this Agreement if ARS is required to disclose the Confidential Information by a valid order of a court or other government body, or as otherwise required by law, or as necessary to establish the rights of either party under this Agreement; PROVIDED THAT ARS shall provide prompt prior notice thereof to Provider to enable Provider to seek a protective order or otherwise prevent such disclosure, and PROVIDED FURTHER THAT the Confidential Information otherwise shall continue to be confidential.
5. ARS will treat all information generated or gathered under this agreement in accordance with the Freedom of Information Act.

6. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive Order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this agreement and are controlling.

This Agreement is effective as of the date of final signature and expires one (1) year from that Effective Date, provided, however, that the obligations of confidentiality assumed under this Agreement shall be binding throughout the term of this Agreement and remain in force for a period of five (5) years from the expiration of this Agreement.

ACCEPTED FOR ARS:

ACCEPTED FOR PROVIDER:

Signature _____ Date _____
Typed Name _____

Title _____

USDA, ARS, Area _____
Research Unit _____
Address _____
City, State Zip _____
Tel.: Telephone No. _____
FAX: FAX No. _____
E-mail: E-mail Address _____

Signature _____ Date _____
Typed Name of person with authority to sign _____
Title _____

Company/University Name _____
Address _____
City, State Zip _____
Tel.: Telephone No. _____
FAX: FAX No. _____
E-mail: E-mail Address _____