

U.S. Department of Agriculture Agricultural Research Service

NON-DISCLOSURE AGREEMENT FOR EXCHANGE OF INFORMATION

It is necessary for Name of ARS Scientist, employed by the U.S. Department of Agriculture, Agricultural Research Service (hereinafter referred to as ARS), and Name of Company/University Representative, employed by Name of Company/University (hereinafter referred to as Company/University Acronym), to exchange certain confidential or proprietary information (hereinafter referred to as Confidential Information) 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 exchanged.

The Parties (ARS and Company/University Acronym) agree that the exchange of Confidential Information is made under the following conditions:

1. The Parties shall not disclose Confidential Information received under this Agreement to any third party nor use such Confidential Information for any purpose other than that given above.
2. Each Party 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. Confidential Information shall be excluded from confidentiality if the receiving Party 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 receiving Party; or (c) receiving Party receives the information from a third party having the right to the information and who does not impose confidentiality obligations on the receiving Party, or (d) ARS developed the material/information independently.
4. It shall not be a breach of this Agreement if the receiving Party 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 the receiving Party shall provide prompt prior notice thereof to providing Party to enable that Party to seek a protective order or otherwise prevent such disclosure, and PROVIDED FURTHER THAT the Confidential Information otherwise shall continue to be confidential.

ARS will treat all information generated or gathered under this agreement in accordance with the Freedom of Information Act.

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
COMPANY/UNIVERSITY
ACRONYM:**

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	