

## **U.S. Department of Agriculture Agricultural Research Service**

### **NON-DISCLOSURE AGREEMENT FOR ARS PROVIDING 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), to disclose certain confidential or proprietary information (hereinafter referred to as Confidential Information) to Name of Company/University Representative, employed by Name of Company/University (hereinafter referred to as Recipient), 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 (ARS and Recipient) agree that the Confidential Information is disclosed under the following conditions:

1. Recipient shall not disclose the Confidential Information to any third party nor use such Confidential Information for any purpose other than that given above.
2. Recipient 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 Recipient 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 Recipient; or (c) Recipient receives the information from a third party having the right to the information and who does not impose confidentiality.
4. It shall not be a breach of this Agreement if Recipient 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 Recipient shall provide prompt prior notice thereof to ARS to enable ARS to seek a protective order or otherwise prevent such disclosure, and PROVIDED FURTHER THAT the Confidential Information otherwise shall continue to be confidential.
5. 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 RECIPIENT:**

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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	

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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	