

NONDISCLOSURE AGREEMENT
FOR EVALUATION OF POTENTIALLY PATENTABLE INFORMATION

This Non-Disclosure Agreement, as authorized under 35 U.S.C. 205, is by and between the United States Department of Energy, represented by the National Energy Technology Laboratory (hereinafter referred to as "NETL"), and by [Participant] (hereinafter referred to as "Participant"), collectively referred to as "Parties" and individually as "Party",

WHEREAS NETL wishes to provide to the Participant certain [information, data and/or samples] relating to [potentially patentable information description] that NETL considers to be of a potentially patentable nature (hereinafter referred to as "Potentially Patentable Information"), and the Participant wishes to receive the Potentially Patentable Information for the purpose of [performing a review and evaluation of the Potentially Patentable Information] (hereinafter referred to as "Purpose for Receiving Potentially Patentable Information"), and

NOW WHEREFORE NETL and the Participant agree that the Potentially Patentable Information shall be provided under the following terms and conditions:

1. Potentially Patentable Information:

1.1 All Potentially Patentable Information that is conveyed by NETL to the Participant shall be so identified and marked by NETL at the time it is conveyed to Participant, which marking shall include the following legend:

PATENT HOLD

This Potentially Patentable Information is made available in confidence solely for use in [copy Purpose for Receiving Potentially Patentable Information], and such Potentially Patentable Information may not be published or otherwise disseminated, disclosed, or used for any purpose before patent approval for such release or use has been secured, upon request, from the NETL Patent Counsel, U.S. Department of Energy, 3610 Collins Ferry Road, Morgantown, WV 26505.

1.2 To the extent that the Participant receives or is given access to any such identified and marked Potentially Patentable Information, the Participant shall use its best efforts to treat such Potentially Patentable Information in accordance with the Patent Hold legend contained thereon, to use such Potentially Patentable Information only for the Purpose for Receiving Potentially Patentable Information, and to make no further disclosure of such Potentially Patentable Information until approval for release or use has been obtained from NETL Patent Counsel.

1.3 In the event the Participant receives oral disclosure of Potentially Patentable

Information or visits facilities of NETL and is given access to Potentially Patentable Information, NETL shall, at the time of the disclosure: advise the Participant of the Potentially Patentable Information, provide the Participant within thirty (30) days following such disclosure or access with a document containing a brief description of the Potentially Patentable Information so disclosed, note on the brief description that the disclosure comprised Potentially Patentable Information, and include on such description the above Patent Hold legend.

1.4 The Participant agrees not to pass the Potentially Patentable Information, its progeny or derivatives, on to any other party or use them for commercial purposes without the express written consent of the NETL Patent Counsel. No other right or license to the Potentially Patentable Information, its progeny or derivatives, is granted or implied as a result of providing the Potentially Patentable Information to the Participant.

1.5 All such identified and marked Potentially Patentable Information provided to the Participant by NETL shall remain the property of NETL and upon completion of the Purpose for Receiving Potentially Patentable Information, shall be returned to NETL with all copies made therefrom.

1.6 The obligations of this Non-Disclosure Agreement shall not extend or apply to Potentially Patentable Information which now or hereafter (i) becomes publicly known without the fault of the Participant; (ii) comes into the Participant's possession from a third party that is not subject to a confidentiality obligation; (iii) is independently developed by the Participant's employees who did not have access to the Potentially Patentable Information; (iv) is intentionally released by NETL to a third party without restriction; or (v) is released for disclosure with the written consent of NETL.

2. The points of contact for the Parties are as follows:

NETL

Technical Contact:

Department of Energy
3610 Collins Ferry Rd
P.O. Box 880
Morgantown, WV 26507-0880
Phone:
Email:

Administrative Contact:

Jessica Sosenko
Department of Energy
626 Cochran's Mill Road
P.O. Box 10940
Pittsburgh, PA 15236-0940
Phone: 412.386.7417
Email:
jessica.sosenko@netl.doe.gov

Participant

Technical Contact:

[INSERT NAME]

[ADDRESS]

[PHONE]

[EMAIL]

Administrative Contact:

[INSERT NAME]

[ADDRESS]

[PHONE]

[EMAIL]

Any communications shall be deemed made if mailed by postage prepaid first class U.S. Mail addressed to the point of contact of the receiving Party as of the day of receipt of such communication by the addressee or on the date given if by verified facsimile or on the date given by if by electronic mail. Changes to the points of contact identified in this Article or their addresses shall be given in accordance with this Article and shall be effective thereafter.

3. This Non-Disclosure Agreement shall terminate *[insert term]* from the effective date, unless earlier terminated upon written notification by NETL.

4. The non-disclosure obligations regarding the Potentially Patentable Information shall survive for _____ years from the termination date of this agreement, unless NETL requests an extension of the time for good cause shown.

5. This Non-Disclosure Agreement may be signed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall be deemed one and the same instrument.

6. This Non-Disclosure Agreement is effective on the date affixed hereto by the Party last signing this Non-Disclosure Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement,

DEPARTMENT OF ENERGY

NATIONAL ENERGY TECHNOLOGY LABORATORY

[Participant]

By: _____

By: _____

Title: Director,
Office of Research and Development

Date: _____

Date: _____

