**[full name of NAVY LABORATORY]**

**Non-Disclosure Agreement**

This Agreement is entered into by **[insert name, organization, and address]**, (hereafter the Recipient) for the benefit of the Government of the United States of America (hereafter the Government) in consideration of disclosure by the Government, as represented by the **[full name of Navy Laboratory then acronym]**, Department of the Navy, of data collected by the United States Government.

**[Navy Laboratory]** is the holder of **[specify what type of information is being offered by the Government, i.e., sonar data, CAD/CAC algorithms, XYZ sensor etc.]** in which the Government owns or may own a right or interest.

Recipient is desirous of obtaining advance information concerning **[specify precise exchange item]** for the purpose of evaluation. Recipient hereby agrees, in consideration of disclosure to recipient of such information by **[Navy Laboratory]**, to protect such information in accordance with the terms and conditions of this Agreement.

Recipient agrees that it will use the information for purposes of evaluation only, and that it will disclose the information only to the Recipient’s employees and associates who have a need to know the information for such purposes and who are under an obligation to the Recipient not to further disclose to any other person and use it for any other purpose.

All information that is subject to this Agreement shall be in writing and marked with the following legend:

**Restricted Information**

This information has been made available in confidence for purpose of evaluation only, and may not be further disclosed, or used for any other purpose, without written authorization from Counsel, **[full name of Navy Laboratory and address]**.

In the event that Recipient receives an oral disclosure of information that is protectable under this Agreement but has not previously been received in written form, Recipient is under no obligation to hold such orally disclosed information in confidence unless reduced to a writing received by Recipient within one month from the date of oral disclosure and marked with the above identified legend. Recipient agrees to hold such oral disclosures in confidence under the terms of this Agreement until expiration of the one-month period.

Recipient’s obligation under this agreement shall remain in effect for a period of five (5) years after the date of execution by Recipient, or until release of Recipient from any or all obligations under this Agreement is obtained in writing from Counsel, **[Navy Laboratory]**.

Recipient’s obligation under this Agreement shall not extend to: (1) Information that is already in the possession of the Recipient; (2) Information that is available to the public; (3) Information that subsequently becomes available to the public; (4) Information that is subsequently developed within the Recipient’s organization independently, without knowledge of information subject to this Agreement; and (5) Information that is obtained by Recipient from some another source without restriction.

Recipient agrees that neither the Government nor any person acting on its behalf will be responsible for any injury, damage, or loss of any kind whatsoever from use of the information provided under this Agreement.

IN WITNESS WHEREOF, Recipient, by its authorized representative, has executed the Agreement.

Recipient

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This attachment to the Non-Disclosure Agreement may be useful if your laboratory requires data on each person having access to the material/information described in the Non-Disclosure Agreement.

**Personnel Information**

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_\_\_\_\_\_\_\_

Country \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Postal Code (Zip) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Office Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_FAX \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security Number \*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Place of Birth \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

US Citizen Yes No (circle the correct response)

INS Number if Naturalized \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Highest Level Security Clearance Held \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\* Used only if security clearance is needed.

Note: When the recipient/signatory of this Agreement is another Government Agency, its purpose is to give notice and to give record of the date of transfer. The notice is to handle the information as Government proprietary pending patent filings and any commercial actions being undertaken.