

NONDISCLOSURE AGREEMENT

In order to protect certain confidential information that may be exchanged between Fermi Research Alliance, LLC ("FRA"), as manager and operator of the Fermi National Accelerator Laboratory ("Fermilab") under Contract No. DE-AC02-07CH11359 with the United States Department of Energy, located at Kirk Road and Pine Street, Batavia, IL 60510 and _____, located at _____ ("Company"), the parties to this Nondisclosure Agreement ("Agreement") hereby agree as follows:

1. The parties' primary contacts for disclosing or receiving confidential information are:

Technical Contact for Company:

Name:
Company:
Address:

Phone:
Email:

Technical Contact for FRA:

Name: _____
Company: Fermi Research Alliance, LLC
Address: P.O. Box 500
MS ____
Batavia, IL 60510

Phone: _____
Email: _____@fnal.gov

2. The confidential information to be disclosed under this Agreement is described as: **Business Confidential** **[DESCRIBE SPECIFICALLY, IF POSSIBLE]** _____

3. A party receiving confidential information under this Agreement ("Recipient") will use the confidential information from the disclosing party ("Discloser") only for the following purpose:
_____.

4. This Agreement controls only confidential information that is disclosed from the date last signed below through _____, 20__.

5. A Recipient's duty to protect the confidential information under this Agreement expires three (3) years from the receipt of information or on the date above, whichever is later.

6. A Recipient will protect the disclosed confidential information by using reasonable care to prevent the unauthorized use, dissemination or publication of the confidential information. Recipient will not disclose confidential information to any third party and will limit disclosure to those of its employees or agents with a need to know for the stated purpose. Notwithstanding the foregoing, FRA may disclose information to the United States Department of Energy as required under its prime contract, subject to the confidentiality protections of 18 U.S.C §1905.

7. A Recipient will have a duty to protect only that confidential information that is (a) disclosed by the Discloser in writing and is marked as "confidential" at the time of disclosure, or that is (b) disclosed by the Discloser in any other manner, is identified as confidential at the time of disclosure, and is also summarized and designated as confidential in a writing within thirty (30) days of the disclosure.

8. This Agreement imposes no obligation upon a Recipient with respect to confidential information that (a) was in the Recipient's possession before the receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient; or (f) is available to the public under operation of Law.

9. After completion of the purpose stated in paragraph 3 above, the Discloser may request that the Recipient either return or destroy the confidential information disclosed under this Agreement.

10. Neither party acquires any intellectual property rights under this Agreement, except the limited right to use disclosed information for the purpose set out in paragraph 3 above.

11. The parties acknowledge that disclosed confidential information may be subject to United States export control laws and regulations. Each party is responsible for its own compliance with export control laws and regulations with respect to confidential information subject to this Agreement. Export control obligations survive the termination of this Agreement.

12. The provisions in this Agreement 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.

13. The parties do not intend that any agency, partnership, or other business relationship be created between them by this Agreement. This Agreement does not obligate the parties to enter into any purchase, sale, transaction, or business relationship.

14. This Agreement is made under, and will be construed according to, the laws of the State of Illinois, USA.

Fermi Research Alliance, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____