**Nondisclosure Agreement**

**Between** Click or tap here to enter text.

**and Universities Space Research Association**

This Agreement is effective the Click or tap here to enter text.day Click or tap here to enter text., 201 Click or tap here to enter text., ("Effective Date") by and between Click or tap here to enter text. (hereinafter referred to as "Click or tap here to enter text.") with its principal address Click or tap here to enter text. and Universities Space Research Association (hereinafter referred to as "USRA" or “the Disclosing Party”). Whereas Click or tap here to enter text.(hereinafter referred to as “Click or tap here to enter text.” or “the Receiving Party”) desires to evaluate certain USRA Proprietary Technical or Business Information, and whereas USRA may disclose to Click or tap here to enter text. Proprietary Information to facilitate such evaluation, now, therefore, in consideration of the foregoing and the mutual promises contained herein, Click or tap here to enter text. and USRA hereby agree as follows:

SUBJECT OF USRA’S PROPRIETARY INFORMATION:

Click or tap here to enter text.

PURPOSE OF AGREEMENT:

Click or tap here to enter text.

1. Definitions

(a) Trade Secrets - As used in this Agreement the term "Trade Secrets" shall mean any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret in that it is not generally known in the industry in the areas in which it is utilized.

(b) Confidential Information - As used in this Agreement the term "Confidential Information" shall mean any data or information having commercial value which may include but not be limited to data, data bases, product plans, strategies, forecasts, research procedures and development, marketing techniques procedures and materials, customer names and other information related to customers, price-lists, pricing policies and financial information which the parties consider sensitive and which is not generally known to the public.

(c) Proprietary Information - As used in this Agreement the term "Proprietary Information" shall mean Trade Secrets and Confidential Information, as defined above.

2. Click or tap here to enter text. agrees to hold Proprietary Information received hereunder in confidence and to utilize its best efforts to avoid disclosure of such Proprietary Information to any person, firm, corporation or individual other than Click or tap here to enter text. employees or agents who must have access to such Proprietary Information in order to evaluate it for internal purposes only and who have signed appropriate agreements to protect the confidentiality of the Proprietary Information. Click or tap here to enter text. shall have no obligation of confidentiality with respect to information received hereunder, which:

(a) is already known to Click or tap here to enter text. at the time of disclosure as evidenced by written records of Click or tap here to enter text. produced for USRA's inspection upon request; or

(b) is or becomes publicly known without the wrongful act or breach of this Agreement; or

(c) is rightfully received by Click or tap here to enter text. on a non-confidential basis from a third party with a lawful right to disclose; or

(d) is approved for release to a third party by the written authorization of USRA.

3. Click or tap here to enter text. shall not be liable to USRA for the disclosure of Proprietary Information that is obligated to be disclosed by order of a court of competent jurisdiction; provided that Click or tap here to enter text., upon being required to disclose such Confidential Information gives USRA notice of the proposed disclosure with sufficient time for USRA to seek relief and that such disclosure, if made, is made so as to maximize the protection of the information from further disclosure.

4. Any information pertaining to Click or tap here to enter text.,which is disclosed by USRA to Click or tap here to enter text. and marked as “Proprietary” by USRA shall be treated as Proprietary Information. All other information disclosed by USRA to Click or tap here to enter text. shall not be considered Proprietary Information unless in the case of orally or visually disclosed information, USRA indicates to Click or tap here to enter text. at the time of such disclosure that the information is Proprietary and within thirty (30) days of such disclosure provides Click or tap here to enter text. with an appropriately marked writing which sets forth such Proprietary Information.

5. Nothing in this Agreement shall be construed to grant Click or tap here to enter text. any right, title or license in any Proprietary Information and Confidential Information received hereunder. The Receiving Party hereby agrees to use such Proprietary Information and Confidential Information for the purpose set forth above.

6. Any U.S. Government classified information disclosed by one party to the other shall be handled in accordance with the Department of Defense Industrial Security manual for Safeguarding Classified Information (DOD 5220.22-M) or the National Industrial Security program Operating Manual (NISPOM), their supplements and any other applicable U.S. Government security regulations.

7. Click or tap here to enter text. agrees to return all Proprietary Information received under this Agreement to USRA within fourteen (14) days after USRA’s written request or after the termination of this agreement; or thirty (30) days after expiration of this Agreement, whichever is earlier. At USRA’s option, Click or tap here to enter text. may destroy the Proprietary Information and provide USRA with a written certification of destruction; no archival copies are to be maintained.

8. The Receiving Party represents and warrants that no technical data delivered to it by the Disclosing Party shall be exported from the Unites States without first complying with all requirements of the International Traffic in Arms Regulations and the Export Administration Act, including the requirement for obtaining any export licenses, if applicable. The Receiving Party shall first obtain the written consent of the disclosing Party prior to submitting any request for authority to export any such technical data.

9. Notice of Defend Trade Secrets Act Immunity Provisions and Whistleblower Provisions: This provision serves to provide notice that the federal Defend Trade Secrets Act of 2016 ("DTSA") provides certain protections to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances. Click or tap here to enter text. agrees to provide notice of the immunity provisions of the DTSA to its Employees (including any individual consultants and contractors) that have access to any Proprietary Information governed by this agreement. Specifically, federal law provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret under either of the following conditions: (a) where the disclosure is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) where the disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. See 18 U.S.C. § 1833(b)(1)). Federal law also provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (x) files any document containing the trade secret under seal and (y) does not disclose the trade secret, except pursuant to court order. See 18 U.S.C. § 1833(b)(2).

Nothing in this Agreement shall prohibit the Receiving Party from reporting possible violations of federal, state or other applicable law or regulation to law enforcement or any other governmental agency, entity, or representative authorized to receive such information, or from otherwise making any other disclosures that are protected under the whistleblower provisions of applicable federal, state or other law or regulation.

10. The exclusive point of contact with respect to the delivery and control of Confidential Information disclosed hereunder are designated by the parties as follows:

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| USRA: |  | Universities Space Research Association |
|  |  | 7178 Columbia Gateway Drive |
|  |  | Columbia, MD 21046 |
|  |  |  |
| Cc: Cover Letter Only: Click or tap here to enter text., Contracts, Ph Click or tap here to enter text. |
|  |
|  |  |  |
| Click or tap here to enter text.: |  | Click or tap here to enter text. |
|  |  | Click or tap here to enter text. |
|  |  | Click or tap here to enter text. |
|  |  | Ph: Click or tap here to enter text. |
|  |
| Either party may change its point of contact by written notice to the other. |

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, excluding its laws as to choice of laws.

12. The term of this Agreement shall be Click or tap here to enter text. year(s) from the effective date of this Agreement provided that the term of confidentiality with respect to Proprietary Information received by Click or tap here to enter text. hereunder shall be Click or tap here to enter text. (1-5) years from the date of disclosure. The term of confidentiality with respect to any Trade Secrets received by Click or tap here to enter text. hereunder shall be perpetual.

IN WITNESS WHEREOF, USRA and Click or tap here to enter text. have caused this Agreement to be executed by their duly authorized representatives.

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| --- | --- |
| **Universities Space Research Association:** | Click or tap here to enter text.**:** |
| By:  | By:  |
| Name: Click or tap here to enter text. | Name: Click or tap here to enter text. |
| Title: Click or tap here to enter text. | Title: Click or tap here to enter text. |
| Date: Click or tap here to enter text. | Date: Click or tap here to enter text. |
| USRA Log No.:  |  |