**NON-DISCLOSURE AGREEMENT - ONE-WAY IN**

THIS AGREEMENT is effective the Click or tap here to enter text. day of Click or tap here to enter text., 20 Click or tap here to enter text., by and between **Click or tap here to enter text.** located at Click or tap here to enter text. (hereinafter referred to as the “Provider”), and **Universities Space Research Association**, a nonprofit corporation organized and existing under the laws of the District of Columbia and having its principal offices at 7178 Columbia Gateway Drive, Columbia, MD 21046 (hereinafter referred to as “USRA” or the “Recipient”).

WHEREAS, the Provider may disclose to USRA certain technical data or information that is commercially valuable and not generally known in its industry of principal use (hereinafter collectively referred to as “Proprietary Information”) pursuant to USRA’s performance of certain research pertaining to Click or tap here to enter text. ; and

WHEREAS, Click or tap here to enter text. , and USRA desire to provide a procedure for the handling of such Proprietary Information;

NOW, THEREFORE, in consideration of the mutual promises contained herein, Click or tap here to enter text. . and USRA hereby agree as follows:

1. The exclusive points of contact with respect to the transmission and control of Proprietary Information hereunder are designated by the respective parties as follows:

|  |  |  |
| --- | --- | --- |
| **Provider’s Point of Contact: *(Name, Title, Phone, Email)*** |  | **Work Address:** |
| Click or tap here to enter text. |  | Click or tap here to enter text. |

|  |  |  |
| --- | --- | --- |
| **Recipient’s Point of Contact: *(Name, Title, Phone, Email)*** |  | **Work Address:** |
| Click or tap here to enter text. |  | 7178 Columbia Gateway Drive |
|  |  | Columbia, MD 21046 |

Either party may change its point of contact upon written notice to other party.

2. USRA agrees to hold in confidence and not disclose any and all Proprietary Information disclosed by Provider to any third party. USRA’s obligations set forth herein shall extend for Click or tap here to enter text. years from the initial date of disclosure hereunder and shall be considered satisfied if USRA uses the same degree of care to protect and avoid disclosure of its own Proprietary Information, but in no event less than a reasonable standard of care. Nothing in this Agreement shall prohibit USRA 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.

3. Written Information provided by Recipient to USRA shall be considered Proprietary Information for the purposes of this Agreement only if such information is clearly marked with an appropriate stamp or legend as Proprietary Information. Non-written information disclosed to USRA by Provider shall only be considered Proprietary Information if Provider informs USRA at the time of such disclosure that the Information being disclosed is of a proprietary nature and provides USRA with a writing which clearly identifies the nature and content of the disclosure within ten (10) days after such disclosure.

4. Provider agrees that USRA shall have no obligation of confidentiality with respect to information disclosed to USRA by Provider if:

a) such information is, at the time of disclosure by Provider to USRA, in the public domain or such information thereafter becomes a part of the public domain without a breach of this Agreement by USRA; or

b) such information is known to USRA at the time Provider discloses it to USRA; orc) such information is independently developed by USRA; or

d) such information is received by USRA from a third party who had a lawful right to disclose such information to USRA; or

e) such information is disclosed by Provider to any third party, including the United States Government, without restriction as to further disclosure; or

f) such information is disclosed to a third party with the written approval of Provider.

5. USRA shall not be liable to Provider for the disclosure of Proprietary Information that is obligated to be disclosed by order of a court of competent jurisdiction.

6. The validity, interpretation and effect of this Agreement shall be governed by the laws of the State of Maryland, excluding its laws as to choice of law.

7. The term of this Agreement shall be Click or tap here to enter text. years from the effective date of this Agreement, unless terminated sooner, as further provided. Either Party may terminate this agreement upon ten (10) days written notice to the other party. Proprietary Information shall be protected in accordance with this Agreement for the period of protection as stated in section 2 of this Agreement regardless of earlier termination or expiration of this Agreement. Upon expiration or termination of this agreement, USRA shall destroy all copies of the data and provide the Disclosing Party with a certificate of destruction, unless otherwise agreed in writing between the parties.

8. USRA shall not assign, nor in any manner transfer, any Proprietary Information received hereunder or its interests in this Agreement or any part, without first obtaining the prior written approval of Provider.

9. USRA shall not be liable for accidental or inadvertent disclosure or use of Proprietary Information received pursuant to this Agreement, if USRA shows that the standard of care as stated herein was employed in the protection and handling of Provider’s Proprietary Information, and that upon discovery, USRA made a reasonable effort to retrieve any such accidentally or inadvertently disclosed Proprietary Information and took such additional measures as may reasonably have been required under the circumstances to prevent further unauthorized disclosure and use of Provider’s Proprietary Information.

10. Nothing in this Agreement shall grant to a party the right to make commitments of any kind for, or on behalf of, another party. This Agreement is not intended to be, nor shall it be construed as, a joint venture, teaming relationship, partnership, or other formal business arrangement.

11. USRA agrees that no technical data received hereunder shall be exported or disclosed to any foreign national, firm or country, including foreign nationals employed by or associated with the receiving party, without first complying with the U.S. Export Administration Regulations (EAR) and/or U.S. International Traffic in Arms Regulations (ITAR), including obtaining an export license or technical assistance agreement, if applicable. Provider does not anticipate the need to disclose technical data that is subject to control under the EAR or ITAR (collectively "export controlled information").

Provider agrees that it shall not provide any export controlled information to USRA. Nonetheless, Provider acknowledges that if it desires to disclose export controlled information there exists a strong likelihood that faculty and/or students involved in fulfilling the Purpose may be foreign persons. Provider agrees to cooperate with USRA in assuring compliance with applicable export control regulations by marking such export controlled information with a statement identifying the applicable Export Control Regulation(s).

12. If any provision of this Agreement shall be held invalid or unenforceable, such provision will be deemed deleted from this Agreement without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

13. This Agreement contains the entire understanding between the parties concerning the exchange of Proprietary Information relative to the subject matter stated herein, and supersedes any prior agreements, oral or written. This Agreement may not be modified, except by written amendment duly executed by an authorized representative of each party. All authorizations and notices hereunder shall be forwarded to point of contact identified in this Agreement.

14. This Agreement may be signed in one or more counterparts (including faxed copies), each of which shall be deemed one and the same original.

IN WITNESS WHEREOF, USRA and Recipient have caused this Agreement to be executed by their duly authorized representatives.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **“Provider” Contractor/Company Representative:** | |  | **“Recipient”**  **Universities Space Research Association:** | |
|  | |  |  | |
| *Signature* | |  | *Signature* | |
|  | |  |  | |
| *Name* | |  | *Name* | |
|  | |  |  | |
| *Title* | |  | *Title* | |
|  |  |  |  |  |
| *Date* |  |  | *Date* |  |

|  |  |
| --- | --- |
| **Universities Space Research Association Contracts & Grants Representative:** | |
|  | |
| *Signature* | |
|  | |
| *Name* | |
|  | |
| *Title* | |
|  |  |
| *Date* |  |