**NONDISCLOSURE AGREEMENT - RECIPROCAL**

This Nondisclosure Agreement (the “Agreement”) is entered into this date Click or tap here to enter text. (the “Effective Date”), between **Universities Space Research Association**, having offices at 7178 Columbia Gateway Drive, Columbia, MD 21046 (“USRA”), and **Click or tap here to enter text.**, (hereinafter “Contractor”), having offices at Click or tap here to enter text.. USRA and Click or tap here to enter text. are hereinafter referred to collectively as “Parties” or individually as “Party”.

1. SUBJECT OF USRA’S PROPRIETARY INFORMATION:

Click or tap here to enter text.

1. SUBJECT OF CONTRACTOR’S PROPRIETARY INFORMATION:

Click or tap here to enter text.

1. PURPOSE OF EXCHANGE:

Click or tap here to enter text.

4.0 DISCLOSURE OF PROPRIETARY INFORMATION

The Parties acknowledge that each Party owns or possesses certain scientific and/or business information, financial information, patent applications, copyrights, trade secrets, and/or know-how which it considers proprietary, including but not limited to technical data, specifications, research and laboratory results and/or samples (hereinafter referred to as “Proprietary Information”), and that each Party may disclose certain aspects of that Party’s Proprietary Information which that Party shall, in its judgment, deem necessary, for the purpose described above. The parties hereto desire to exchange the information described above, for the above-stated purpose. The party furnishing the Proprietary Information will be referred to as the “Disclosing Party” and the party receiving the Proprietary Information will be referred to as the “Receiving Party”. In order to provide for the protection of such Proprietary Information from unauthorized use and disclosure, the parties hereby agree that the disclosure of such information between them shall be subject to the following terms and conditions:

4.1 Only that information disclosed in written form and identified by a marking thereon as “Proprietary” Or “Confidential” or oral information which is identified as proprietary at the time of disclosure and confirmed in writing within thirty ( 30) days of its disclosure shall be considered “Proprietary Information” and subject to this agreement. The Parties each agree that the Proprietary Information of the Disclosing Party will be used by the Receiving Party solely for the purpose described above.

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

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| --- | --- | --- |
| **USRA Point of Contact:** ***(Name, Title, Phone, Email)*** |  | **Work Address:** |
| Click or tap here to enter text. |  | Universities Space Research Association 7178 Columbia Gateway Drive Columbia, MD 21046 |
|  |  |  |
| **Contractor Point of Contact:** **(*Name, Title, Phone, Email)*** |  | **Work Address:** |
| Click or tap here to enter text. |  | Click or tap here to enter text. |

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

4.3 The Parties each agree that the Receiving Party will hold in confidence any Proprietary Information identified and disclosed by the Disclosing Party in accordance with the terms of this Agreement for a period of Click to insert 1-5 years from the date of receipt, and will protect the confidentiality of such Proprietary Information with the same degree of care that Party exercises with respect to its own information of like import, but in no event less than reasonable care, and that the Receiving Party will not disclose, duplicate or distribute such Proprietary Information to anyone other than as expressly permitted by this Agreement, without the prior written consent of the Disclosing Party.

4.4 Each Party recognizes that the Receiving Party may be required to disclose the Disclosing Party’s Proprietary Information to the Receiving Party’s employees, agents or representatives (hereinafter referred to as “Employees”). Each Party agrees that: (i) the Receiving Party will inform its Employees having access to such Proprietary Information of Receiving Party’s limitations, duties and obligations regarding non-disclosure of such Proprietary Information, as set forth herein, and will obtain their agreement with those limitations, duties or obligations, whether by means of new or existing agreements; (ii) the Receiving Party will provide notice of the immunity provisions of the Defend Trade Secrets Act of 2016 and which are set forth at 18 U.S.C. § 1833(b)to its Employees (including any individual consultants and contractors) having access to such Proprietary Information; and (iii) in any event, the Parties shall be responsible for any breach of this Agreement by any of their Employees. Nothing in this Agreement shall prohibit each 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.

4.5 The Parties agree that the Receiving Party, upon request of the Disclosing Party, will promptly return to that Party any and all written Proprietary Information and any remaining samples which embody such Proprietary Information. In the event that the Receiving Party has destroyed any copies, the Receiving Party shall confirm the destruction of such copies in the letter accompanying the return of the documents and copies that were not destroyed. The Receiving Party will continue to be bound by the terms of this Agreement notwithstanding the return of the Proprietary Information.

4.6 As used herein, Proprietary Information does not include any information disclosed by the Disclosing Party which Receiving Party can demonstrate:

(a) was legally in Receiving Party’s possession, prior to its disclosure by the Disclosing Party;

(b) is now or which hereafter, through no act or failure to act on the part of the Receiving Party, becomes generally known to the public;

(c) is hereafter disclosed to the Receiving Party by a third party having a right to make such a disclosure;

(d) is independently developed by the Receiving Party without the use of Proprietary Information;

(e) is disclosed to others by the Party owning the Proprietary Information, without restriction;

(f) is required to be disclosed by the Receiving Party pursuant to a legal, judicial, or administrative procedure, as required by law; provided that the Party being required to disclose such Proprietary Information gives the Party owning the Proprietary Information notice of the proposed disclosure with sufficient time to seek relief and that such disclosure, if made, is made so as to maximize the protection of the information from further disclosure; or

(g) is approved for release or use without restriction, by written authorization of the Disclosing Party.

5.0 NO LICENSE

Neither this Agreement nor any disclosure by the Parties hereunder shall be construed as (a) granting any license or right (express or implied, under any proprietary rights to information or material included within the Proprietary Information, or otherwise; or (b) obligating either Party to enter into any further arrangement with the other Party relating to the Proprietary Information, or otherwise.

6.0 TERM

This Agreement shall enter into force as of the Effective Date and shall remain in force for a period of Click or tap here to enter text. years after the Effective Date hereof unless extended in writing by the parties hereto. The obligations of the parties contained in paragraph 4 above shall continue in effect notwithstanding the expiration or termination of this Agreement.

7.0 SECURITY REQUIREMENTS *(if applicable)*

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.

8.0 EXPORT REGULATIONS

The Receiving Party represents and warrants that no technical data delivered to it by the Disclosing Party shall be exported from the United 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.

9.0 GOVERNING LAW

This Agreement is deemed entered into in the State of Maryland and will be governed and construed in all respects according to the laws of Maryland, except its rules in regard to choice of laws.

10.0 ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter of the Agreement, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral. Unless otherwise specifically provided herein, this Agreement may not be modified, amended, rescinded, or waived, in whole or in part, except by a written instrument signed by the duly authorized representatives of both Parties. The failure of either party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.

11.0 EXECUTION BY THE PARTIES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute but one and the same instrument.

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| **Contractor** |  | **Universities Space Research Association** |
|  |  |  |
| *Signature*  |  | *Signature* |
|  |  |  |
| *Name* |  | *Name* |
|  |  |  |
| *Title* |  | *Title* |
|  |  |  |  |  |
| *Date* |  |  | *Date* |  |

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| **Universities Space Research AssociationContracts & Grants Representative:** |
|  |
| *Signature* |
|  |
| *Name* |
|  |
| *Title* |
|  |  |
| *Date* |  |