



## NONDISCLOSURE OF PROPRIETARY INFORMATION AGREEMENT

I, \_\_\_\_\_, have been requested to conduct work for, Oak Ridge Associated Universities (ORAU), under ORAU subcontract number \_\_\_\_\_. I understand that, in the course of activities for ORAU, I may be given access to information regarding certain research and development efforts at ORAU. I also understand that some information that may be shared with me during my visit to ORAU may be otherwise considered proprietary, business confidential, or trade secret (hereinafter "proprietary information") or procurement sensitive. By execution of this document, I agree to treat all such information in a confidential manner, for a period of six years after disclosure, as described below.

1. In order for proprietary information to be protected in accordance with this agreement, it must be clearly identified by the information provider as proprietary information at the time I am provided access to the information. If the information is provided during a briefing, the information provider must clearly state what information in the briefing is considered to be proprietary. If the information is in documentary form, each page that contains proprietary information must be clearly marked with the legend "Proprietary Information of (information provider)," and the proprietary information on that page must be clearly identified by margin markings. If the proprietary information is in electronic format, the portion that is proprietary must be clearly identified.
2. Proprietary information meeting the above requirements and/or procurement sensitive information may be used by me only in my activities for ORAU.
3. I will take appropriate precautions to prevent disclosure to third parties, including the public, of proprietary information meeting the above requirements and/or procurement sensitive information. I will be considered to have taken appropriate precautions to prevent disclosure to the public of proprietary information and/or procurement sensitive information if I utilize the same controls I would employ to avoid disclosure, publication or dissemination of \_\_\_\_\_ proprietary information.
4. All written data and information, including any samples or materials, furnished to the undersigned by ORAU, and all copies, reproductions and portions thereof, shall be and remain the exclusive property of ORAU. I agree to promptly deliver the same to ORAU upon request. I further agree not to make any analysis of any materials furnished to me by ORAU, or to permit any third party to do so, except as directed or authorized by ORAU.

5. I recognize that all information I receive in performance of my responsibilities related to the work at ORAU may be considered “Business Sensitive”; that such information has potential value to organizations who are potential competitors on ORAU contract matters regardless of whether the information is considered proprietary as defined above; and that Business Sensitive information must be properly protected at all times.
6. I will treat all information obtained in the performance of my responsibilities as Business Sensitive information.
7. I will not be required to treat as proprietary or Business Sensitive any information which is:
  - a. in the public domain,
  - b. known by me prior to the time I am given access to the information by the information provider,
  - c. rightfully received by me from a third party without restriction on disclosure, or
  - d. required to be disclosed by law.

With intent to be bound by this agreement, I have executed it on the date indicated below.

\_\_\_\_\_  
Name (Typed or printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date