

## **Non-Disclosure Agreement for Release of Proprietary or Confidential Information**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and among \_\_\_\_\_, a [INSERT TYPE OF BUSINESS ENTITY] \_\_\_\_\_, (“Recipient”) having its principal place of business at \_\_\_\_\_, and the Department of Energy (DOE), Portsmouth/Paducah Project Office (“PPPO”) in Lexington, KY.

**WHEREAS**, the parties wish to enter into an exchange of information to enable Recipient to prepare a proposal for submission under DOE Request for Proposal DE-SOL-0004563 (“the RTP”); and,

**WHEREAS**, in the course of such exchange it may be necessary for the PPPO to disclose to the Recipient certain confidential or protectable information relating to the Paducah or Portsmouth Gaseous Diffusion Plants and/or operations at Portsmouth, OH and/or Paducah, KY (such information, the “PPPO Protected Information”).

**NOW, THEREFORE**, the parties hereby agree as follows:

1. "PPPO Protected Information" means certain confidential or protectable information or limited rights data relating to the Paducah or Portsmouth Gaseous Diffusion Plants and/or operations at Portsmouth, OH and/or Paducah, K administered by the PPPO that is disclosed to Recipient under this agreement.
2. The Recipient shall only use the PPPO Protected Information for purposes directly related to preparing a proposal to be submitted under the RTP, and shall not use the PPPO Protected Information for any other purposes. PPPO Protected Information shall not be incorporated into any proposals to be submitted under the RTP. However, reference may be made to the PPPO Protected Information as required to identify the information.
3. The Recipient shall take all reasonably practicable steps to ensure that any PPPO Protected Information shall be used only by the Recipient’s employees who need access to the PPPO Protected Information for the purpose as defined in Section 2 above. Recipient shall use its best efforts to maintain such PPPO Protected Information in confidence and shall not disclose such information to any third parties.
4. The above provisions of non-use and confidentiality shall not apply to any PPPO Protected Information which (a) was in the possession of the Recipient or the affiliates prior to receipt from the PPPO; (b) was in the public domain at the time of receipt, or became a part of the public domain through no fault of the Recipient; (c) is disclosed to the Recipient or its affiliates by a third party lawfully

entitled to make such disclosure; (d) was independently developed by the Recipient or its affiliates; or (e) is required by law or government regulation to be disclosed, provided that the Recipient provides prior written notice of such disclosure to the PPPO and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. The Recipient shall, upon submission of its proposal under the RTP, destroy and delete all PPPO Protected Information that may have been copied by the Recipient, including both physical and electronic copies . Such destruction or deletion must be of sufficient manner as to render the copy to be unrecoverable by any reasonable means.
6. This Agreement shall be governed and interpreted in accordance with the laws of Kentucky without regard to its body of law controlling conflict of laws.
7. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified, supplemented or restricted except by an agreement in writing signed by the parties hereto.
8. All obligations of confidentiality and non-use herein shall be continuing and will survive even after a proposal under the RTP is submitted.
9. The Government accepts no responsibility for and makes no representation or warranty, express or implied with respect to the truth, accuracy, completeness or reasonableness of the PPPO Protected Information or to the enforceability, validity or scope of any restrictive markings, legends or language contained therein. The inclusion or use of any PPPO Protected Information under this agreement shall not be nor create a waiver of the Government's right to contest the enforceability, validity, or scope of any restrictive markings, legends or language contained on the Information.
10. The Recipient agrees to indemnify and hold harmless the Government from any damage, loss, cost or liability (including, without limitation, legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by the Recipient of the PPPO Protected Information.

**By:** \_\_\_\_\_  
Name:  
Organization:  
Title:

**Date:** \_\_\_\_\_