



FS Agreement No. \_\_\_\_\_

Cooperator Agreement No. \_\_\_\_\_

**NONDISCLOSURE AGREEMENT**

\_\_\_\_\_, hereinafter referred to as \_\_\_\_\_, and the USDA, Forest Service, \_\_\_\_\_, hereinafter referred to as the "U.S. Forest Service," have concluded that the following understanding should establish the conditions under which the Proprietary Information of \_\_\_\_\_, the U.S. Forest Service, or both can be disclosed or exchanged.

For and in consideration of the mutual understandings by \_\_\_\_\_ and the U.S. Forest Service, it is hereby agreed:

1. The Proprietary Information may include, for example, data, know-how, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, customer lists, price lists, studies, findings, inventions or ideas, but is not limited to those items.
2. The Discloser, which can be either \_\_\_\_\_ or the U.S. Forest Service, intends to maintain the confidential status of its Proprietary Information.
3. The Discloser shall designate or mark the proprietary nature of its Proprietary Information so the Recipient, which can be either \_\_\_\_\_ or the U.S. Forest Service, is aware that its receipt is governed by the terms of this Agreement.
4. The \_\_\_\_\_ proprietary information, and uses therein, includes: \_\_\_\_\_.
5. The parties' representatives for disclosing and receiving Proprietary Information are designated below. Said representatives shall make all arrangements and be informed of all communications relating to this Agreement. Any changes in representative by one party shall be made upon written notice to the other party.
6. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

|                                   |  |
|-----------------------------------|--|
| <b>Cooperator Program Contact</b> | <b>Cooperator Administrative Contact</b> |
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|--|--|
| Name:<br>Address:<br>City, State, Zip:<br>Telephone:<br>FAX:<br>Email: | Name:<br>Address:<br>City, State, Zip:<br>Telephone:<br>FAX:<br>Email: |
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**Principal U.S. Forest Service Contacts:**

| <b>U.S. Forest Service Program Manager Contact</b>                     | <b>U.S. Forest Service Administrative Contact</b>                      |
|--|--|
| Name:<br>Address:<br>City, State, Zip:<br>Telephone:<br>FAX:<br>Email: | Name:<br>Address:<br>City, State, Zip:<br>Telephone:<br>FAX:<br>Email: |

7. While the amount of Proprietary Information to be disclosed is completely within the discretion of the Discloser, all disclosures hereunder shall be completed by .
8. The Recipient shall exercise reasonable care to prevent disclosure of Discloser's Proprietary Information to any third party, except as may be authorized in writing by Discloser, and internal dissemination of Discloser's Proprietary Information by the Recipient shall be limited to those employees whose duties justify their need to know such information and then only on the basis of a clear understanding by these employees of their obligation to maintain the confidential status of such information and to restrict the use of such information solely to the use granted to the Recipient under this Agreement.
9. Recipient shall not use the Proprietary Information disclosed by Discloser except for any purpose as stated in paragraph 4, above.
10. Nothing hereinabove contained shall deprive Recipient of the right to use or disclose any information:
  - a. which is, at the time of disclosure, generally known to the trade or the public;
  - b. which becomes at a later date generally known to the trade or the public through no fault of Recipient and then only after said later date;
  - c. which is possessed by Recipient, as evidenced by Recipient's written or other tangible evidence, before receipt thereof from Discloser;



- d. which is disclosed to Recipient in good faith by a third party who has an independent right to such information; or
  - e. after a period ending .
11. Nothing hereinabove contained may be construed as granting or implying any right under any Letters Patent or to use any invention covered thereby.
  12. All persons performing under this agreement shall be aware of and perform according to the U.S. Forest Service Code of Scientific Ethics found at:  
[http://www.fs.fed.us/research/publications/fs\\_code\\_of%20 scientific\\_ethics.pdf](http://www.fs.fed.us/research/publications/fs_code_of%20scientific_ethics.pdf)
  13. This agreement is subject to the “Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility, and Integrity of Information Disseminated by Federal Agencies; Republication” and the “USDA Guidelines for Quality of Information” which can be found at <http://www.fs.fed.us/qoi/>.
  14. This agreement in no way restricts the U.S. Forest Service or the cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
  15. The U.S. Forest Service shall not be liable to the cooperator or third parties for any damages incident to the performance of this agreement.
  16. This Agreement shall be governed and construed by accordance with the laws of the United States of America as practiced in the Federal Courts located in the District of Columbia pertaining to trade secrets to the extent such State laws are not in conflict with Federal law.
  17. Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
  18. This Agreement is entered into under the authority of the Federal Technology Transfer Act of 1986 (15 U.S.C. 3710a).
  19. Any of the parties, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration; however, provisions #10, #11, #15, #16 and #17, must survive the termination of this Agreement.
  20. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.



This agreement is executed as of the date of the last signature and is effective through \_\_\_\_\_ at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials. This Agreement shall have as its effective date the last signed date indicated below and is prepared in duplicate to constitute upon bilateral execution a totally binding CONFIDENTIAL RELATIONSHIP AGREEMENT. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

\_\_\_\_\_, \_\_\_\_\_ Date

\_\_\_\_\_, \_\_\_\_\_ Date  
U.S. Forest Service,

The authority and format of this agreement have been reviewed and approved for signature.

\_\_\_\_\_, \_\_\_\_\_ Date  
U.S. Forest Service Grants & Agreements Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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