

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into for the purpose of establishing the respective rights and interests of the parties hereto.

WHEREAS, THE UNITED STATES AIR FORCE, at the Air Force Research Laboratory, Hanscom AFB, located at 29 Randolph Rd., HAFB, MA 01731, (hereinafter referred to as "the AIR FORCE") is in possession of certain proprietary information including prototype software, MOSART, related to atmospheric radiative transfer (hereinafter referred to as "MOSART"), and WHEREAS, _____, (hereinafter referred to as "the CORPORATION"), a fully owned corporation, government agency, or non-profit institution, and subsidiaries thereof, is desirous of inspection, reviewing, and using MOSART in order to permit the CORPORATION to evaluate and participate in its continued development and application, and the AIR FORCE is willing to disclose the same to the CORPORATION under the terms and conditions specified below;

NOW, THEREFORE, it is agreed that:

1. The AIR FORCE will provide/disclose MOSART to the CORPORATION;
2. The AIR FORCE will permit open communications between the AIR FORCE personnel and the personnel of the CORPORATION as may be directly involved in the evaluation and implementation of MOSART, such interactions limited to regular working hours. The exact dates and length of such communications will be left open to the exigencies of AIR FORCE support. The potential for more complex and special interfacing on MOSART may have to be separately negotiated between the CORPORATION AND THE AIR FORCE with funding provided by the CORPORATION;
3. The CORPORATION agrees to receive MOSART in confidence and to maintain its proprietary status, that MOSART is to be used by the CORPORATION solely for the purpose of CORPORATION applications, and the CORPORATION agrees that it will not use or disclose the same in any proprietary way without first obtaining written permission from or entering into a Patent License and/or a Cooperative Research and Development Agreement (CRDA) with the AIR FORCE which will permit such disclosure;
4. The CORPORATION will have no monetary obligation to the AIR FORCE if the CORPORATION does not disclose or distribute MOSART to other potential recipients, as submitted to it under this agreement;
5. The CORPORATION'S obligation to maintain MOSART in confidence shall not extend to portions of MOSART which are general knowledge or available in the public domain or in the Corporation's possession or custody as evidenced by dated prior releases or papers;
6. MOSART, as provided to the CORPORATION by the AIR FORCE under this agreement, shall remain the property of the AIR FORCE; the CORPORATION shall make no copies of any of MOSART provided hereunder, except to the extent necessary to permit proper use and evaluation within the CORPORATION;
7. The CORPORATION shall limit access to MOSART provided hereunder to only those of its personnel as may be directly involved in the CORPORATE applications and inform such personnel that said MOSART is the property of the AIR FORCE, and the CORPORATION shall provide to the AIR FORCE the list of all the CORPORATION personnel having had access to MOSART;

AND

8. Notwithstanding any of the foregoing provisions, nothing herein contained shall be construed as giving the CORPORATION any license or right in any invention or discovery or information arising directly out of MOSART provided hereunder. This provision will not constitute any infringement of the CORPORATION's pursuit of scientific applications, validation, presentation, and publication in which MOSART may have been employed. The CORPORATION retains sole control over its implementation of its own scientific data and insights, without prior regard to MOSART disclosure. All such traditional use of MOSART is encouraged.

9. If the CORPORATION elects to include MOSART in any commercial and/or proprietary venture, as a subroutine or feature of a commercial product, the CORPORATION agrees to enter into a Licensing Agreement and/or CRDA with the AIR FORCE.

10. While modification of the code or databases is permitted for non-commercial use, any and all results produced with such modified code must be clearly identified as output from a "Modified Version of MOSART"; and

11. While government agencies may sign this agreement, they have full access to MOSART by right. Government agencies may also sign for specific CORPORATIONS if the intended use by the CORPORATION is solely for that government agency. Note that this implies that CORPORATIONS may have to sign multiple agreements, depending on each specific use of MOSART.

For the CORPORATION

CORPORATION Address, Telephone Number

Technical Point of Contact, Telephone Number, INCLUDE e-mail address

List of corporate users having rightful access to MOSART:

For the AIR FORCE (James Brown)

James Brown
AFRL/VSBYB
29 Randolph Road
Hanscom AFB, MA 01731-3010