

## Proprietary Information Acceptance Agreement

This AGREEMENT, effective as of \_\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ Corporation (hereinafter "Disclosing Party") and United Space Alliance, LLC, a Delaware limited liability company (hereinafter "USA"), each or both of which also may be referred to hereinafter as "party" or "parties," respectively.

### PURPOSE

This Agreement sets forth the rights and obligations of the parties with respect to the use, handling, protection, and safeguarding of Proprietary Information, as defined below, which is provided by the Disclosing Party relating to \_\_\_\_\_ for the purpose of \_\_\_\_\_  
[*e.g., review, evaluation and possible use in the preparation and submission of a proposal to the U. S. Government*].

Such proprietary information shall consist of \_\_\_\_\_.

### TERMS AND CONDITIONS

- Definitions of Proprietary Information.** "Proprietary Information" means any information received by USA from the Disclosing Party related to the above-stated purposes, which is clearly identified as proprietary in accordance with the Procedure to Protect.
- Procedure to Protect.** To gain protection under this Agreement as Proprietary Information, the Disclosing Party will disclose information in written or other permanent form and will clearly and conspicuously mark such information as being proprietary using a legend of the Disclosing Party. Information stored in electronic form, disk, tape, or other storage media constitutes information in permanent form. Such electronic information will be adequately marked, if a proprietary legend displays when the information originally runs on a computer system and when the information is printed from its data file. If the Disclosing Party originally offers information in some other form (e.g., orally or visually), USA will protect such information as Proprietary Information to the extent that the Disclosing Party first identifies the information as proprietary at the time of original disclosure:
  - Summarizes the Proprietary Information in writing;
  - Marks the writing clearly and conspicuously with its proprietary legend; and
  - Delivers the writing to USA within thirty (30) days following the original disclosure.

The Disclosing Party will not identify information as proprietary unless the Disclosing Party believes that such information is proprietary or constitutes a trade secret. The Disclosing Party will limit the submission of Proprietary Information, disclosing only that Proprietary Information necessary for the purpose of this Agreement.

- Limited Distribution.** USA will limit disclosure of Proprietary Information within its own organization to its employees, agents or subcontractors who have a need to know the Disclosing Party's Proprietary Information. Proprietary Information may be disclosed under this Agreement with appropriate restrictive legends to the U.S. Government, its employees and agents, and its support contractors and subcontractors under the provisions of the Federal Acquisition Regulations (FAR), or similar regulations of other Government agencies limiting use and disclosure to the extent such use or disclosure is contemplated by the purpose set forth in this Agreement.
- Limitations on Use or Disclosure.** For a period of five (5) years after receipt of Proprietary Information under this Agreement, USA will hold Proprietary Information in confidence. Upon expiration of this protection period, all limitations this Agreement imposes on use or disclosure of Proprietary Information will cease. USA may use Proprietary Information only for the above-stated purpose, during the term of this Agreement. USA will copy Proprietary Information only as reasonably necessary for it to complete the purpose of this

Agreement. Any copies of the Proprietary Information made by USA shall reproduce the proprietary markings and other legends contained thereon.

5. **Duty of Care.** USA will satisfy its obligations to protect Proprietary Information from misuse or unauthorized disclosure by exercising reasonable care. USA will not be liable for inadvertent, accidental, or mistaken use or disclosure of Proprietary Information obtained under this Agreement despite the exercise of the same reasonable precautions as USA takes to safeguard its own proprietary information.
6. **Exceptions to Duty.** This Agreement does not restrict disclosure or use of information otherwise qualifying as Proprietary Information if:
  - a) USA knew the information and held it without restriction as to further disclosure when the Disclosing Party disclosed the information under this Agreement.
  - b) USA developed the information independently.
  - c) Another source lawfully disclosed the information to USA and did not restrict USA in its further use or disclosure.
  - d) The information was already in the public domain when the Disclosing Party disclosed it to USA; entered in the public domain after the Disclosing Party disclosed it under this Agreement, but through no fault of USA; or became generally known, but through no fault of USA.
  - e) USA obtained the information in tangible form and without any restrictions on further disclosure or use from a nonparty.
  - f) The information was readily ascertainable by proper means.
  - g) The information was or is disclosed by the Disclosing Party to the U. S. Government with "unlimited rights."
  - h) The protection period has expired.
7. **Disclaimer of License.** Proprietary Information is and remains the property of the Disclosing Party. USA does not receive any right or license under any patents, copyrights, trade secrets, or the like of the Disclosing Party. The Disclosing Party warrants that the data it provides hereunder to USA is the same in form and content as that used for its own purposes and that to the best of its knowledge and belief it has the right and power to disclose such data for the purpose stated above.
8. **Notice Addresses.** The parties will transmit Proprietary Information, notices, and authorizations under the Agreement addressed as follows:

Company: \_\_\_\_\_ United Space Alliance, LLC  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_ Attention: \_\_\_\_\_

Either party may change its address or designee by written notice to the other party.

9. **Term and Termination.** This Agreement shall expire on \_\_\_\_\_. Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement. Expiration or termination of this Agreement shall not affect the rights and obligations of either party with respect to Proprietary Information disclosed under this Agreement prior to expiration or termination.
10. **Ownership of Documents/Return.** All materials disclosed under this Agreement, and any copies thereof, will remain the property of the Disclosing Party. Upon request of the Disclosing Party, USA shall return to the Disclosing Party all such materials containing Proprietary Information or, if the Disclosing Party so requests,

USA shall destroy all such materials. USA may keep one copy of Proprietary Information for archival or audit purposes.

11. **Judicial Action.** USA shall not be liable for disclosures pursuant to judicial action or Government regulation or requirement, and should USA be faced with legal action or a requirement under Government regulations to disclose Proprietary Information received hereunder, USA shall notify the Disclosing Party.
12. **Assignment.** This Agreement, and the rights and obligations hereunder, may not be transferred or assigned by one party without the prior written approval of the other party; provided, however, that USA may, without prior written consent and without recourse to USA, assign this Agreement or the rights and obligations hereunder, in whole or in part, to any successor entity, or to any entity with which USA may merge or to whom all or substantially all of USA's assets used for this Agreement are sold or transferred.
13. **Independent Contractors.** The parties are independent contractors. Each will bear all costs and expenses it incurs in connection with this Agreement. This Agreement does not obligate either party to enter into a contract, subcontract, teaming agreement, joint venture, partnership, or other business relationship with the other party. This Agreement is only for the purpose of protecting Proprietary Information.
14. **Precedence over Conflicting Legends.** The U.S. Government sometimes requires legends or markings on information, such as classification markings or legends. This Agreement does not change those requirements. The terms of this Agreement do, however, take precedence over other specific legends or statements that the Disclosing Party marks on Proprietary Information.
15. **Applicable Law.** In the case of a dispute, the parties will interpret, construe, and apply this Agreement using the law of the State of Florida, excluding from such law the rules regarding conflict of laws.
16. **Export Control.** USA acknowledges its obligations to control access to technical data under the U.S. Export Laws and Regulations and agrees to adhere to such Laws and Regulations with regard to any technical data received under this Agreement.
17. **Waiver.** The failure of either party to enforce any applicable provision of this Agreement, or to require at any time performance by the other party of any provision hereof, shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision.
18. **Severability.** If any part of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Agreement, which other part or provision shall remain in full force and effect.
19. **Merger.** This Agreement contains the entire understanding between the parties and supersedes all prior or contemporaneous communications, agreements, or understandings between the parties, whether written or oral, concerning the exchange and protection of Proprietary Information for the above-stated purpose. A modification will not bind either party unless there is a writing indicating such, and a signature from each authorized representative.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in duplicate by duly authorized representatives, as follows:

Company _____	<b>UNITED SPACE ALLIANCE, LLC</b>
By: _____	By: _____
Typed Name: _____	Typed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____