



## CONFIDENTIALITY AGREEMENT FOR BUSINESS ENTITY

This Agreement, effective \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College through the LSU AgCenter (hereafter "LSUAC") and; \_\_\_\_\_, having a principal place of business at \_\_\_\_\_ (hereafter "Recipient") constitutes the terms under which LSUAC will disclose to Recipient proprietary and confidential information and materials of LSUAC, in the area of " \_\_\_\_\_" developed by

\_\_\_\_\_ of Department of \_\_\_\_\_, LSUAC, for the purpose of assessing Recipient's interest in using such information and materials, any such use to be under terms to be established by the parties. Recipient agrees that neither it nor its officers, directors, employees or agents, except to the extent authorized by LSUAC in writing, will use such information for any purpose other than the assessment referred to above and contemplated hereby. In addition, Recipient shall, for a period of three (3) years from the effective date, maintain the information so disclosed as confidential and refrain from disclosing it to others. No obligation of confidentiality shall exist as to such proprietary and confidential information and material that:

1. at the time of receipt is public knowledge, or after receipt becomes public knowledge through no act or omission of Recipient;
2. was known to Recipient as evidenced by written records prior to the disclosure by LSUAC;
3. is received from a third party who did not, directly or indirectly, obtain the information or material from LSUAC; or
4. is required to be disclosed by a court or government agency, provided that LSUAC is given reasonable notice and opportunity to contest the required disclosure.

Any and all proprietary written materials or other information in tangible form, including all copies thereof, received by Recipient from LSUAC shall, upon request, be immediately returned.

In the event that Recipient or any of its officers, directors, employees or agents breach the obligation of confidentiality contained herein, they will be liable to LSUAC, not only for damages to LSUAC arising out of such breach, but also for reasonable attorney's fees and reasonable costs incurred by LSUAC in enforcing the obligations of this agreement.

It is understood that no patent license or other license is granted to Recipient by this agreement, and that the disclosure of proprietary and confidential information and materials shall not result in any obligation to grant Recipient any rights in the subject matter disclosed.

This agreement is not final until signed by all individuals indicated below. In the event a license is later negotiated with LSUAC concerning the disclosed subject matter or any other subject matter, Recipient understands that the license will not be final, and will not be binding on either party, until reduced to writing and signed by both: (1) an individual authorized to sign on behalf of Recipient, and (2) an authorized LSUAC official, who in most cases would be the President or the Chancellor.

LSU Agricultural Center

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Principal Investigator Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair/Head Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Vice Chancellor and Director, Louisiana Agricultural Experiment Station

for the **COMPANY**: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature Title

Communications regarding this agreement should be addressed to:

Lyda C. Gatewood, Director  
Office of Intellectual Property  
P.O. Box 25055, Baton Rouge, LA 70894-5071  
Phone: 225-578-6030 Fax: 225-578-6032  
E-mail: LGatewood@agcenter.lsu.edu