



## CONFIDENTIALITY AGREEMENT FOR UNIVERSITY

This Agreement between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College through the LSU AgCenter, a public constitutional corporation, organized and existing under the laws of the State of Louisiana (hereafter "LSUAC"); and [1] \_\_\_\_\_, a [2] \_\_\_\_\_ corporation, having a principal place of business at [3] \_\_\_\_\_, (hereafter "Discloser") constitutes the terms under which Discloser will disclose to LSUAC proprietary and confidential information and materials of Discloser, in the area of: "[4] \_\_\_\_\_" for the purpose of facilitating research and/or studies by LSUAC. This Agreement is effective the [5] \_\_\_th day of [6] \_\_\_\_\_, 20\_\_ ("Effective Date"). The term of this agreement shall continue for a period of three (3) years after the Effective Date.

Any and all confidential information and materials provided by Discloser to LSUAC shall be clearly marked "CONFIDENTIAL INFORMATION" in bold letters in conspicuous places. Any and all confidential information orally conveyed by Discloser to LSUAC shall be reduced to writing within seven (7) working days of such oral disclosure and clearly marked "CONFIDENTIAL INFORMATION". Discloser represents that Discloser has the right to disclose the "CONFIDENTIAL INFORMATION" to LSUAC.

LSUAC agrees that, except to the extent authorized by Discloser in writing, LSUAC will not use such confidential information for any purpose other than the purpose referred to above during the term of this Agreement. In addition, LSUAC shall, during the term of this Agreement, maintain the information so disclosed as confidential, and shall use reasonable efforts to prevent disclosure to others. This obligation of confidentiality shall expire after the term of this Agreement. However, LSUAC shall not be financially or otherwise liable for any inadvertent disclosure by LSUAC.

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 LSUAC;
2. was known to LSUAC as evidenced by written records prior to the disclosure by Discloser;
3. is received from a third party who did not, directly or indirectly, obtain the information or material from Discloser; or
4. is required to be disclosed by a court or government agency, provided that Discloser is given reasonable notice of the required disclosure.

Any and all proprietary written materials or other confidential information in tangible form, received by LSUAC from Discloser shall, upon written request, be promptly returned to Discloser or destroyed. It is understood that LSUAC will maintain one (1) copy of all written records for its files.

This agreement is not final until signed by all individuals indicated below.

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**: [7] \_\_\_\_\_

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  
Phone: 225-578-6030 Fax: 225-578-6032  
E-mail: LGatewood@agcenter.lsu.edu