



## RECIPROCAL CONFIDENTIALITY AGREEMENT

This Agreement between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a public constitutional corporation, organized and existing under the laws of the State of Louisiana, through the LSU Agricultural Center (hereafter "LSUAC"); and [1] \_\_\_\_\_, a [2] \_\_\_\_\_ corporation, having a principal place of business at [3] \_\_\_\_\_ (hereafter "Company") constitutes the terms under which Company will disclose to LSUAC proprietary and confidential information and materials of Company; and under which LSU will disclose to Company proprietary and confidential information of LSUAC; both in the area of [4] \_\_\_\_\_; for the purpose of facilitating research of mutual interest to Company and LSUAC, or for the purpose of assessing Company's interest in using such information and materials, or both. This Agreement is effective the [5] \_\_\_\_\_ day of [6] \_\_\_\_\_, 200\_\_.

Each party agrees that, except to the extent authorized by prior, express and written consent by the other, neither it nor its officers, directors, employees, or agents will use the Confidential Information for any purpose other than for this assessment and will not use confidential information received from the other for any purpose other than the purpose referred to above for a period of three (3) years from the date of this Agreement. In addition, each party shall, for a period of three (3) years from the date of this Agreement, exercise the same degree of care to preserve the confidentiality of the disclosed information as that party uses for its own confidential information and materials and both parties shall maintain the information so disclosed as confidential and refrain from disclosing it to others. This obligation of confidentiality shall expire three years after the date of this Agreement. Provided that, where either party discloses written confidential materials to the other party, the receiving party shall not have any obligation of confidentiality except with respect to materials which are clearly marked "CONFIDENTIAL INFORMATION" in bold letters in conspicuous places; or, in the case of an oral disclosure of confidential information neither party shall have any obligation of confidentiality unless within seven (7) working days of the first such oral disclosure, the confidential information thus orally conveyed is reduced to writing, the writing is clearly marked "CONFIDENTIAL INFORMATION" in bold letters in conspicuous places, and a copy of the writing thus marked is delivered to all personnel to whom the oral disclosure was made. Each party represents that it has the right to disclose the "CONFIDENTIAL INFORMATION" to the other party. However, neither party shall be held financially or otherwise liable for any inadvertent disclosure.

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

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

Neither party shall make commercial use of the other's confidential information and materials, except as may be permitted under a separate agreement between the parties. It is understood that no patent license or other license is granted to either party by this agreement, and that the disclosure of proprietary and confidential information and materials shall not result in any obligation to grant either party 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, Company 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 Company, 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**: [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