

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement, effective _____, 20__, between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU"), as represented by _____, a component of the LSU System, and ***, having a principal place of business at *** ("****") (collectively, the "**Parties**") constitutes the terms under which the parties will disclose certain proprietary and confidential information and materials under the terms and conditions as set forth herein.

1. The Parties' primary contacts for disclosing or receiving confidential information are:

For LSU: _____

For ***: _____

2. The "**Confidential Information**" to be disclosed under this Agreement is described as:

Information from LSU: _____

Information from ***: _____

3. **(Potential licensee Option: The sole purpose of this disclosure is to allow *** to assess its interest in establishing a business relationship with LSU under mutually agreeable commercial terms to be established by the parties at a later date, and to allow LSU to assess ***'s ability to perform under the proposed business relationship.) (Potential Research Sponsor Option: The sole purpose of this disclosure is to allow *** to assess its interest in funding certain research under the direction of _____, and to allow LSU and Dr. _____ to assess interest in conducting such research.)** The Parties agree that neither party nor its officers, directors, or employees, except to the extent authorized by the disclosing party in writing, will use such Confidential Information for any purpose other than this assessment, and in particular shall not use this Confidential Information in any commercial activity without the disclosing party's prior, express, written consent.

4. A party receiving confidential information (the "**Recipient**") shall limit disclosure of the Confidential Information to those of its officers, directors, or employees whom Recipient considers necessary to complete the assessment or to engage in discussions, consultations or negotiations concerning the Confidential Information, and whom agree to abide by the obligations under this Agreement.

5. A Recipient shall, for a period of three (3) years from the date of initial disclosure of Confidential Information, maintain the Confidential Information so disclosed as confidential and refrain from disclosing it to others.

6. Such Confidential Information shall be disclosed in writing or other tangible form and marked as "Confidential", or if disclosed orally, shall be identified in writing or other tangible form and marked "Confidential" within thirty (30) days of disclosure.

7. No obligation of confidentiality shall exist as to such proprietary and confidential information and material that: (a) at the time of receipt is public knowledge, or after receipt

becomes public knowledge through no act or omission of Recipient; **(b)** was known to Recipient as evidenced by written records prior to the disclosure; **(c)** is received from a third party who did not, directly or indirectly, obtain the information or material from the disclosing party; **(d)** is independently developed by Recipient as evidenced by written records, or **(e)** is required to be disclosed by a court or government agency, provided that the disclosing party is given reasonable notice and opportunity to contest the required disclosure.

8. Any and all proprietary written materials or other information in tangible form, including all copies thereof, received by Recipient shall, upon request, be immediately returned to the disclosing party.
9. In the event that a Recipient or any of its officers, directors, or employees breach the obligation of confidentiality contained herein, they will be liable to the disclosing party, not only for damages arising out of such breach, but also for reasonable attorney's fees and reasonable costs incurred in enforcing the obligations of this Agreement.
10. All Confidential Information is provided "AS IS", without warranty or guarantee of any kind as to its accuracy, completeness, operability, fitness for a particular purpose, or any other warranty, express or implied. Neither party shall be liable to the other for any damages, loss, expense or claim of loss arising from use or reliance on the Confidential Information of the other.
11. It is understood that no patent license or other license is granted to a Recipient by this Agreement, and that the disclosure of proprietary and confidential information and materials shall not result in any obligation to grant the Recipient any rights in the subject matter disclosed.
12. This Agreement shall be construed according to the laws of the State of Louisiana.
13. This Agreement is not a joint research agreement under the CREATE Act and neither Party shall use this Agreement to invoke the CREATE Act (pursuant to 35 U.S.C. §103(c)) during patent examination to overcome prior art rejections.
14. Any notices or written information pursuant to this Agreement shall be sent to the following addresses:

***	LSU
Name	Director/Office
Company	Campus
Address	Address
15. This Agreement is not final until signed by all individuals indicated below. In the event an agreement is later negotiated with LSU concerning the disclosed subject matter or any other subject matter, *** understands that the agreement 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 ***, and (2) an authorized LSU official.

**BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL COLLEGE**

By: _____ Date:

[name, title]
[campus designation]

By: _____ Date:

[Name, Title]
[Company name]

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