

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement, effective _____, 200___, 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 *** ("****" or "RECIPIENT") constitutes the terms under which LSU will disclose to RECIPIENT proprietary and confidential information and materials of LSU in the area of "****" [Narrow description of research topics] ("Confidential Information") developed by *** [Researcher Name] of LSU's Department of ****.

1. The sole purpose of this disclosure is to allow RECIPIENT 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. RECIPIENT agrees that neither it nor its officers, directors, or employees, except to the extent authorized by LSU 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 LSU's prior, express, written consent.
2. 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 with LSU concerning the Confidential Information. All such individuals to whom RECIPIENT will disclose any Confidential Information shall be bound to the non-disclosure terms and scope of use as described herein.
3. RECIPIENT shall, for a period of five (5) 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.
4. 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.
5. 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 by LSU;
 - c. is received from a third party who did not, directly or indirectly, obtain the information or material from LSU; or
 - d. is required to be disclosed by a court or government agency, provided that LSU is given reasonable notice and opportunity to contest the required disclosure.
6. Any and all proprietary written materials or other information in tangible form, including all copies thereof, received by RECIPIENT from LSU shall, upon request, be immediately returned.

7. In the event that RECIPIENT or any of its officers, directors, or employees breach the obligation of confidentiality contained herein, they will be liable to LSU, not only for damages to LSU arising out of such breach, but also for reasonable attorney's fees and reasonable costs incurred by LSU in enforcing the obligations of this Agreement.
8. 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.
9. This Agreement shall be construed according to the laws of the State of Louisiana.
10. This Agreement is not a joint research agreement under the CREATE Act and the RECIPIENT shall not use this Agreement to invoke the CREATE Act (pursuant to 35 U.S.C. §103(c)) during patent examination to overcome prior art rejections.
11. Any notices or written information pursuant to this Agreement shall be sent to the following addresses:

RECIPIENT
 Name
 Company
 Address

LSU
 Director/Office
 Campus
 Address

12. This Agreement is not final until signed by all individuals indicated below. In the event a license is later negotiated with LSU 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 LSU official, who in most cases would be the President or the Chancellor.

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

By: _____ Date:
 [name, title]
 [office designation]
 [campus designation]

RECIPIENT

By: _____ Date:
 [Name, Title]
 [Company name]