

CONFIDENTIAL DISCLOSURE AGREEMENT

The **LSU Health Sciences Center** (hereinafter referred to as “**LSU**”) has developed technology involving _____

(hereinafter referred to as “**Technology**”). The Technology is proprietary with the LSU and involves certain confidential information (including trade secrets, know-how, chemical compounds and compositions, techniques, research and development data, and combinations of known information) of a character regarded by LSU as confidential (hereinafter referred to as “**Confidential Information**”).

Pursuant to an initial disclosure to _____, (hereafter referred to as “**COMPANY**”), having its registered offices at _____,

of non-confidential information relating to the Technology, COMPANY has requested from LSU additional disclosure of information relating to the Technology which LSU considers as Confidential Information. LSU is prepared to disclose to COMPANY Confidential Information for COMPANY’s use in assisting it in evaluating said Technology for the purpose of ascertaining whether COMPANY would be interested in licensing the Technology. Any submissions or disclosures of Confidential Information to COMPANY shall be subject to the following terms and conditions:

1. Confidential Information shall include all such information pertaining to said Technology disclosed to COMPANY by or through LSU, including any information obtained by COMPANY through an inspection of any sample included within said Technology; excluding, however, such information which:
 - (a) If, at the time of disclosure to COMPANY or thereafter, becomes a part of the public domain through no act or omission by COMPANY or its employees; or
 - (b) Had been independently developed by COMPANY or was otherwise in the lawful possession of COMPANY prior to disclosure, as shown by COMPANY’s written records; or
 - (c) Is hereafter lawfully disclosed to COMPANY by a third party that did not acquire the information under an obligation of confidentiality from or through LSU.

Any combination of known information shall be within any of the foregoing exclusions only if the combination as such is within such exclusions.

2. To the extent possible, all Confidential Information shall be disclosed to COMPANY in written form. In the event that any Confidential Information is disclosed to COMPANY verbally or in any other non-written form, a summary or description of such disclosure shall be reduced to writing by LSU and thereafter promptly transmitted to COMPANY.

3. COMPANY shall hold Confidential Information in strict confidence and shall not disclose the same to third parties without the prior written consent of LSU. However, COMPANY may disclose Confidential Information to such of its officers and employees who require it for purposes of evaluation and who have undertaken like obligations of confidentiality. COMPANY may also disclose Confidential Information to its consultants and agents and to their officers, employees, consultants, provided that they have each executed a like confidentiality agreement in a form satisfactory to LSU.
4. COMPANY shall use Confidential Information only for purposes in evaluating said Technology and COMPANY shall make no other use of such Information without the prior written consent of LSU.
5. COMPANY agrees that all tangible information, including descriptions, data, chemical samples, and other tangible material pertaining to said technology and obtained by COMPANY from or through LSU, shall remain the property of LSU. At the written request of LSU, COMPANY shall return all such tangible information, and all copies except one that shall be retained in the files of COMPANY's legal services group for future reference, if necessary, in the event of any dispute relating to such information.
6. This Agreement shall be governed by the laws of the State of Louisiana.
7. The obligations of COMPANY under this Agreement shall expire five (5) years from the date hereof.
8. Except as provided in paragraph 3, hereof, or by mutual agreement of the parties neither party shall disclose to others that it has received information from LSU, that discussions or negotiations are taking place concerning a possible transaction involving LSU and COMPANY, or any of the terms conditions or other facts with respect to any possible transaction, including the status thereof.
9. Notwithstanding the foregoing or any past, present, or future written or oral indications of assent, or indications of results of negotiations or agreements to some or all matters then under discussion, it is agreed that neither party (and no person or entity related to any such party) will be under any legal obligation with respect to a possible transaction (except the obligations specifically set forth in the provisions of this letter agreement preceding this paragraph), and no offer, commitment, undertaking, estoppel or obligation of any nature whatsoever relating to a possible transaction shall be implied in fact, law or equity, unless and until an agreement providing for the transaction in detailed legal form had been executed by the parties.

10. This letter sets forth the entire understanding and agreement of the parties and supersedes all prior and contemporaneous agreements, arrangements, and understandings related thereto. This agreement may be amended, modified, superseded, or canceled only by a written instrument which specifically states that it amends this letter agreement and which is executed and delivered by each party hereto, and by an authorized officer of each entity, to be bound by such amendment.

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

If the above understanding is acceptable to you, please have the enclosed copies of this letter signed by a duly authorized officer and return these to us at your earliest convenience.

INSTITUTION:

LSU Health Sciences Center-New Orleans

Agreed to and Accepted this

Signature: _____

_____ day of _____ 20__

Joseph Moerschbaecher, III, Ph.D.

Vice Chancellor for Academic Affairs

COMPANY:

Agreed to and Accepted this

Signature: _____

_____ day of _____ 20__

NAME: _____

TITLE: _____