

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 (hereafter "LSU"); and [1] _____, a [2] _____ corporation, having a principal place of business at [3] _____, (hereafter "Discloser") constitutes the terms under which Discloser will disclose to LSU proprietary and confidential information and materials of Discloser, in the area of: "[4] _____"

_____ " for the purpose of facilitating research and/or studies by LSU. This Agreement is effective the [5] _____ day of [6] _____, 1994 ("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 LSU shall be clearly marked "CONFIDENTIAL INFORMATION" in bold letters in conspicuous places. Any and all confidential information orally conveyed by Discloser to LSU 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 LSU.

LSU agrees that, except to the extent authorized by Discloser in writing, LSU will not use such confidential information for any purpose other than the purpose referred to above during the term of this Agreement. In addition, LSU 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, LSU shall not be financially or otherwise liable for any inadvertent disclosure by LSU.

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 LSU;
2. was known to LSU 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, including all copies thereof, received by LSU from Discloser shall, upon written request, be promptly returned to Discloser or destroyed.

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

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

By: _____ Date: _____
Principal Investigator Department

By: _____ Date: _____
Chair/Head Department

By: _____ Date: _____
Dean/Director College

By: _____ Date: _____
Director, Office of Technology Transfer

By: _____ Date: _____
Vice Chancellor, Research & Economic Development

By: _____ Date: _____
Vice Chancellor, Business Affairs

for the DISCLOSURE:[7] _____

By: _____ Title: _____ Date: _____
Signature

Communications regarding this agreement should be addressed to: