

**U.S. Department of Agriculture
Agricultural Research Service**
CONFIDENTIALITY AGREEMENT FOR ARS EXCHANGING INFORMATION

It is necessary for
Name of Company Representative,
employed by Name of Company
(hereinafter referred to as Provider),

to exchange certain confidential or proprietary information
(hereinafter referred to as Confidential Information) with

Name of ARS Scientist,
employed by the U.S. Department of Agriculture, Agricultural Research Service
(hereinafter referred to as ARS),

to determine if there is sufficient mutual interest to pursue a Patent License
and/or a cooperative research agreement.

Confidential Information to be disclosed: In general terms, describe the specific information company will provide.

The parties agree that:

1. The party providing the Information (“Provider”) shall mark tangible embodiments of the Information as confidential. Information provided verbally shall be summarized in writing and marked confidential by the provider within 30 days of initial disclosure.
2. The party receiving the Information (“Recipient”) shall not disclose the Information to others or use the Information for any purpose other than above, and shall use the same degree of care to protect the Information as it uses to protect its own information, but in no less than reasonable care under the circumstances.
3. The Information shall be excluded from confidentiality if Recipient can demonstrate that (a) it had possession of the Information prior to disclosure, or (b) the Information generally is available to the public at the time of disclosure, or becomes generally available, after disclosure, through no fault of Recipient; or (c) Recipient receives the Information from a third party having the right to the Information and who does not impose confidentiality.
4. It shall not be a breach of this Agreement if Recipient is required to disclose the Information by a valid court or other government body, or as otherwise required by law, or as necessary to establish the rights of either party under this Agreement; PROVIDED THAT Recipient shall provide prompt prior notice thereof to Provider to seek a protective order or otherwise prevent such disclosure, and PROVIDED FURTHER THAT the information otherwise shall continue to be confidential.
5. This Agreement shall remain in effect for (2) years unless superceded by future agreements between the parties.

FOR ARS:

ARS, Area
Research Unit
Address
City, State, Zip Code
Tel:
Fax:
E-mail:

Typed Name:

Title:

Signature:

Date:

FOR PROVIDER:

Name of Company
Address of Company
City, State, Zip Code
Tel:
Fax:
E-mail:

Typed Name:

Title:

Signature:

Date:
