

**U.S. Department of Agriculture
Agricultural Research Service
CONFIDENTIALITY AGREEMENT FOR EXCHANGE OF INFORMATION**

It is necessary for _____, U.S. Department of Agriculture, Agricultural Research Service (hereinafter referred to as the USDA-ARS) employee(s), and _____, employed by _____ (hereinafter referred to as the Company), to share certain "confidential" or proprietary information to determine if there is sufficient mutual interest to pursue a Patent License and/or a cooperative research agreement.

Confidential or Proprietary information to be disclosed:

Neither party to this Agreement will disclose the "confidential" or proprietary information disclosed to them by the other party to anyone else nor use it for any purpose other than to determine if sufficient mutual interests exist to proceed with the development of a Cooperative Research and Development Agreement, Memorandum of Understanding, and/or Patent License.

Information shall be excluded from this Confidentiality Agreement if either party can demonstrate that: (1) either party had possession of the information prior to disclosure; (2) the information is generally available to the public in publications at the time of disclosure; (3) the information becomes generally available to the public through no fault of either party after disclosure; or (4) after disclosure, either party receives the information from a third party having the right to the information and who does not impose a confidentiality obligation upon either party.

This confidentiality agreement shall be superseded by the confidentiality terms found in any resulting cooperative research agreement, or stay in effect for two (2) years.

FOR THE USDA-ARS:

USDA, ARS, Area
Research Unit
(Address)
(City, State, Zip Code)
Tel:
Fax:
e-mail:

Typed Name:

Title:

(Signature)

Date:

FOR THE COMPANY:

(Company Name)
(Address)
(City, State, Zip Code)
Tel:
Fax:
e-mail:

Typed Name:

Title:

(Signature)

Date:
