

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

It is necessary for _____, U. S. Department of Agriculture, Agricultural Research Service (hereinafter referred to as the USDA-ARS) employee(s), to disclose certain “confidential” or proprietary information with _____ (hereinafter referred to as the Company), 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:

The Company shall not disclose the “confidential” or proprietary information to anyone else nor use it for any purpose other than that given above.

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

This Confidentiality Agreement shall be superseded by the confidentiality terms found in any resulting cooperative research agreement, or stay in effect for two (2) years.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