

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

It is necessary for \_\_\_\_\_, employed by \_\_\_\_\_ (hereinafter referred to as the Company) to disclose certain "confidential" or proprietary information to \_\_\_\_\_ (hereinafter referred to as Recipient(s)), employed by, U.S. Department of Agriculture, Agricultural Research Service (hereinafter referred to as the USDA-ARS), 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 Recipient(s) will not disclose the confidential information disclosed to them by the other party to anyone else nor use it for any purpose other than that stated above.

Information shall be excluded from this Confidentiality Agreement if either party can demonstrate that: (1) USDA-ARS 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 USDA-ARS after disclosure, or (4) after disclosure, USDA-ARS receives the information from a third party having the right to the information and who does not impose a confidentiality obligation upon USDA-ARS.

This confidentiality agreement shall be superseded by the confidentiality terms found in any resulting cooperative research agreement, or stay in effect for two (2) years.

<b><u>RECIPIENT(S):</u></b>	<b><u>FOR THE COMPANY:</u></b>
USDA-ARS, (Area)	(Company Name)
(Research Unit)	(Address)
(Address)	(City, State, Zip Code)
(City, State, Zip Code)	Tel:
Tel:	Fax:
Fax:	e-mail:
e-mail:	
Typed Name: _____	Typed Name: _____
Title: _____	Title: _____
(Signature) _____	(Signature) _____
Date: _____	Date: _____