

## **U.S. Department of Agriculture Agricultural Research Service**

### CONFIDENTIALITY AGREEMENT FOR ARS RECEIVING INFORMATION

It is necessary for Name of Company/University Representative, employed by Name of Company/University (hereinafter referred to as Provider), to disclose certain confidential or proprietary information (hereinafter referred to as Confidential Information) to 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 to be disclosed.

The Parties (Provider and ARS) agree that the Confidential Information is disclosed under the following conditions:

1. ARS shall not disclose the Confidential Information to any third party nor use such Confidential Information for any purpose other than that given above.
2. ARS shall use the same degree of care to protect Confidential Information received under this Agreement as it uses to protect its own information of a similar nature, but in any event not less than reasonable care under the circumstances.
3. The Confidential Information shall be excluded from confidentiality if ARS 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 ARS; or (c) ARS 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 ARS is required to disclose the Confidential Information by a valid order of a 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 ARS shall provide prompt prior notice thereof to Provider to enable Provider to seek a protective order or otherwise prevent such disclosure, and PROVIDED FURTHER THAT the Confidential Information otherwise shall continue to be confidential.

ARS employees are bound by 18 USC 1905, known as the Federal Trades Secret Act, not to disclose confidential and proprietary information disclosed to them in the conduct of their official duties.

This Agreement shall become effective on the date of final signature and shall remain in effect for two (2) years unless superseded by the confidentiality provisions found in any resulting Patent License or cooperative research agreement.

**ACCEPTED FOR ARS:**

**ACCEPTED FOR PROVIDER:**

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Signature \_\_\_\_\_ Date \_\_\_\_\_  
Typed Name  
  
Title  
USDA, ARS, Area  
Research Unit  
Address  
City, State Zip  
Tel.: Telephone No.  
FAX: FAX No.  
E-mail: E-mail Address

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Signature \_\_\_\_\_ Date \_\_\_\_\_  
Typed Name of person with authority to  
sign  
Title  
Company/University Name  
Address  
City, State Zip  
Tel.: Telephone No.  
FAX: FAX No.  
E-mail: E-mail Address