

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement, effective _____, 200____, between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU"), as represented by _____, a component of the LSU System, and ***, having a principal place of business at *** ("*** **RECIPIENT** ' F R Q V W L W X W H V è ò ñ • i N i Ó

1. The sole purpose of this disclosure is to allow RECIPIENT to assess its interest in establishing a business relationship with LSU under mutually agreeable commercial terms to be established by the parties at a later date. RECIPIENT agrees that neither it nor its officers, directors, or employees, except to the extent authorized by LSU in writing, will use such Confidential Information for any purpose other than this assessment, and in particular shall not use this Confidential Information in any commercial activity without / 6 8 ¶ P 2 Â ý : A • ? a C 0 0 ç C E 3 = ç ' f î ± U A † < # ã ! 3 Î 2 ¢ ë s @ B < / P S ¢ # ö ¥ 6 š 3 i ¾ F Ö — g è 5 s :

3. RECIPIENT shall, for a period of five (5) years from the date of initial disclosure of Confidential Information, maintain the Confidential Information so disclosed as confidential and refrain from disclosing it to others.

4. Such Confidential Information shall be disclosed in writing or other tangible form and PDUNHG DV ³ & RQILGHQWLDO ' RU fidd in writing or other PDUNHG RUDO WDQJLEOH IRUP DQG PDUNHG ³ & RQILGHQWLDO ' ZLWK LQ

5. No obligation of confidentiality shall exist as to such proprietary and confidential information and material that:
a. at the time of receipt is public knowledge, or after receipt becomes public knowledge through no act or omission of RECIPIENT;
b. was known to RECIPIENT as evidenced by written records prior to the disclosure by LSU;
c.

6. Any and all proprietary written materials or other information in tangible form, including all copies thereof, received by RECIPIENT from LSU shall, upon request, be immediately returned.

