

**STANDARD FSU
CONFIDENTIAL DISCLOSURE AGREEMENT**

This Agreement is made this _____th day of _____, 2014 by and between _____ a corporation organized under the laws of the State of _____, located at _____ (hereinafter "COMPANY") and the Florida State University, a public university in the State of Florida located at 3012 Westcott North, Tallahassee, Florida 32306-1330, (hereinafter "FSU"),

WITNESSETH:

WHEREAS, COMPANY and FSU each possesses information, data, or processes in the field of _____ specifically as it relates to _____ which it considers to be proprietary or competition sensitive (hereinafter "Proprietary Information"); and

WHEREAS, COMPANY and FSU desire to receive such Proprietary Information of the other party for the purpose of establishing a business relationship between the parties to commercialize selected technologies using such Proprietary Information; and

WHEREAS, COMPANY and FSU are willing to disclose their Proprietary Information to each other on a confidential basis, and each party is willing to protect and safeguard the other's Proprietary Information; and

WHEREAS, COMPANY and FSU desire to provide for a procedure whereby Proprietary Information will be protected from unauthorized use and disclosure;

NOW THEREFORE, the parties to this Agreement do agree:

- A. In order for Proprietary Information to be protected in accordance with this Agreement, it must be disclosed by one party to the other in writing or other tangible form and clearly identified as Proprietary Information by being marked with the legend "Proprietary Information" or other similar legend, at the time of disclosure. Proprietary Information which is orally or visually disclosed may only be protected under this agreement if it is identified as proprietary at the time of disclosure and is subsequently reduced to writing or other tangible form, identified as proprietary, and a copy sent to the receiving party as provided in paragraph H. no later than three (3) weeks from the time of first disclosure.
- B. Neither party shall identify as Proprietary Information any information which is not in good faith believed by that party to be privileged, a trade secret, or otherwise entitled to such marking.
- C. The receiving party shall take reasonable precautions to limit the disclosure inside its organization to persons with the need-to-know, and prevent disclosure to any person or persons outside of the receiving party's organization (except as provided in paragraph E.) of Proprietary Information meeting the above requirements. In the event of any loss or

unauthorized disclosure of Proprietary Information, the receiving party shall immediately notify the disclosing party of such loss or unauthorized use.

- D. The receiving party shall not use Proprietary Information subject to this Agreement for any purpose other than the purpose set forth above.
- E. Proprietary Information may be disclosed under this Agreement with appropriate restrictive legends to the U.S. Government under the provisions of FAR, or similar regulations of other Government agencies limiting use and disclosure, but only to the extent such use or disclosure is specifically contemplated by the purpose set forth above.
- F. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for, or on behalf of, the other party without the prior written consent of the other party. This Agreement is not intended to be nor shall it be construed as a joint venture, partnership, or other formal business organization.
- G. No license under any invention or patent is granted or conveyed herein or by one party's transmitting Proprietary Information to the other party hereunder, nor are any rights of ownership transferred under this Agreement.
- H. The exclusive points of contact with respect to notices to be given and the transmission and control of Proprietary Information exchanged hereunder are designated by the respective parties as follows:

Administrative notices should be sent to:

FOR: COMPANY

(TO BE COMPLETED)

Attn:

FOR: FLORIDA STATE UNIVERSITY
95 Chieftan Way, 312 Dittmer Building
Tallahassee, FL 32306-4391
Attn: Gary K. Ostrander
Vice President, Research

Proprietary Information should be sent to:

FOR: COMPANY

(TO BE COMPLETED)

Attn:

FOR: FLORIDA STATE UNIVERSITY

Attn:

- I. The obligation with respect to handling and using Proprietary Information as set forth in this Agreement is not applicable to the following:

- 1) Information that is or becomes part of the public domain without breach of this Agreement by the receiving party.
 - 2) Information that is lawfully furnished by a third party to the receiving party for use without restriction.
 - 3) Information that is independently developed by either party without benefit of the information received pursuant to this Agreement.
 - 4) Information disclosed with the written approval of the disclosing party.
 - 5) Information that is or becomes available to third parties or the general public without restriction and without breach of this Agreement by the receiving party.
 - 6) Information that is required to be disclosed by law or regulation.
- J. Should the receiving party be faced with legal action or a requirement under Government regulations to disclose Proprietary Information received hereunder, the receiving party shall forthwith notify the furnishing party, and upon the request of the latter, shall cooperate with the furnishing party in contesting such a disclosure. Except in connection with failure to discharge responsibilities set forth in the preceding sentence, neither party shall be liable in damages for any disclosures pursuant to judicial action or Government regulations.
- K. This Agreement shall be effective upon the date first written above, and shall terminate twelve (12) months thereafter or upon thirty (30) days written notice by one party to the other. Notwithstanding that the term of this Agreement shall have expired, the obligations of each party regarding the protection and use of the other's Proprietary Information shall survive the termination of this Agreement for a period of three (3) years.
- L. This Agreement may be executed in duplicate with each Party signing one original and providing a facsimile ("fax") copy or emailed scanned electronic copy of the signature page to the other Party. The Party receiving the faxed or emailed electronic signature shall acknowledge receipt of the electronic signature. Each Party agrees to make its document with the original signature available to the other Party upon request. The Parties further agree that the electronic signature shall be treated as if it were an original signature and neither Party shall contest the validity of this Agreement based on the use of electronic signatures received via fax or email.

CONFIDENTIAL DISCLOSURE AGREEMENT

Signature:

Signature:

Name: Gary K. Ostrander

Name: _____

Title: Vice President for Research

Title: _____

Date: _____

Date: _____

Read and Understood for FSU:

Signature:

OIPDC use only:
FSU Case No.:

Name:

Title:

Date: _____

Use Schedule A if more than one FSU faculty is involved

