

CONFIDENTIAL INFORMATION AGREEMENT

The Forest Products Department, hereinafter called FPD, warrants and represents that it is the owner of certain information pertaining to: _____

hereinafter referred to as the "Confidential Information," and has the right to disclose such information to: _____

hereinafter referred to as the "Disclosee." The terms and conditions under which such Confidential Information will be disclosed to Disclosee by FPD are as follows:

1. Disclosee undertakes to maintain confidential all Confidential Information that is disclosed to it by FPD.
2. Disclosee agrees that it will use such Confidential Information only for purposes of assessment unless further use is authorized by FPD.
3. It is understood, however, that the obligations of paragraphs 1 and 2 shall not apply, and Disclosee thereafter shall be relieved thereof, to any Confidential Information disclosed to Disclosee that is not owned by FPD or which FPD does or did not have the right to disclose, nor shall they apply to any Confidential Information which Disclosee can prove was known to it or to the public at the time of disclosure thereof to Disclosee by FPD and also shall cease to apply to any Confidential Information disclosed to Disclosee by FPD if, as and when it can be proven by Disclosee from a source other than FPD (other than under an obligation of confidentiality or secrecy) .
4. After this agreement has been in force for _____ years from the date hereof given below, the obligations of Disclosee to maintain Confidential Information confidential and to use it only for purposes of assessment shall cease and Disclosee shall thereafter be relieved thereof.
5. Notwithstanding anything herein to the contrary, no rights are conveyed to Disclosee under any patent application or patents owned by FPD, except that any use of permitted under paragraph 2 hereof shall not be deemed to be an infringement thereof.
6. This agreement shall be governed by the laws of the State of Mississippi and constitutes the entire agreement between the parties. Neither party makes any warranties, express or implied, other than those contained in this agreement. No representation or statement not expressly contained in this agreement or incorporated herein by reference shall be binding upon either party as a warranty or otherwise.
7. This agreement is dated this _____ day of _____, 20_____.

Name of Company

Typed Name and Title of Representative

Date

Forest and Wildlife Research Center
Forest Products Department

Typed Name and Title of PI

Date

Department Head

Date

Director, Forest and Wildlife Research Center

Date

Mississippi State University

Dr. Vance Watson, Interim Vice President
Division of Ag., Forestry, and Vet. Med.

Date