



DIVISION OF AGRICULTURE
RESEARCH & EXTENSION

University of Arkansas System

Confidentiality Agreement Between Company and UA Division of Agriculture
Relating to the Use of UA Division of Agriculture Pilot Plant Facilities

This Agreement, effective as of the date last signed below (“Effective Date”), is between the company identified below (“Company”) and the Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas, Division of Agriculture (“UA”).

Company and UA have agreed to a limited, non-exclusive license for use of UA Division of Agriculture Pilot Plant Facilities.

To facilitate the use of the Facilities, the Company is interested in sharing with UA certain proprietary information relating to the manufacture of pilot or experimental food products, namely:

[describe food products below]

(“**Confidential Information**”) for the Purpose of: *fostering the creation of new food products through the use of UA’s Food Innovation Center.*

Therefore, the parties agree as follows:

1. Company may disclose the Confidential Information to UA for one year from the Effective Date. The Company shall mark tangible Confidential Information as confidential at the time of disclosure. If Confidential Information is disclosed in non-tangible form (e.g., orally or visually), the Company shall identify it in writing as Confidential Information within thirty days after its disclosure.
2. For a period of three (3) years from the date Company discloses Confidential Information to UA, UA shall not use Confidential Information in any manner except for the Purpose, nor disclose the Company’s Confidential Information to any third party, and UA shall require that their employees and agents who have access to the Confidential Information comply with the same restrictions.
3. UA agrees, upon written request by the Company at any time, to return any or all Confidential Information together with any and all copies thereof, except that UA may retain one copy of Company’s Confidential Information for archival and compliance purposes only.
4. The obligation of UA under paragraph 2 shall not apply if UA can show that the Confidential Information:
 - a) was already known to UA prior to the time of first disclosure, as demonstrated by contemporaneous documentation; or



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- b) at the time of disclosure was in the public domain, or, after the date of the disclosure, lawfully becomes a part of the public domain other than through UA’s breach of this Agreement; or
 - c) is received by UA without any obligation of confidentiality from a third party having a legal right to disclose the same; or
 - d) is independently developed by UA without access to the Confidential Information, as demonstrated by contemporaneous documentation; or
 - e) is required to be disclosed by UA pursuant to a legally enforceable order, subpoena, regulation, or law (“Order”), provided, however, that UA discloses only that Confidential Information necessary to comply with the Order and promptly notifies the Company in advance of such disclosure at the address provided below.
5. The points of contact with respect to exchange of the Confidential Information are designated by the parties as follows:
 UA: Jean-Francois Meullenet
Company:
6. The parties shall comply fully with all applicable U.S. laws and regulations as they may apply to the export of any technical data provided by the other party. The parties shall not permit the re-export of technical data to foreign persons, unless such technical data is not otherwise controlled for export under U.S. law to such foreign persons. The obligations set forth in this Paragraph shall be binding so long as relevant U.S. regulations remain in effect.
7. This Agreement is governed and interpreted in accordance with the substantive laws of the State of Arkansas without reference to its choice of law principles, and with the applicable laws of the United States of America. Any dispute arising under this Agreement shall be reviewed by a competent legal authority within the State of Arkansas.
8. Nothing in this Agreement is to be deemed or construed as a waiver of any immunities to suit legally available to the University of Arkansas, its officers, agents or employees.

Company	Board of Trustees of the University of Arkansas
Sign:	Sign:
	Lisa C. Childs
	Assistant Vice President for Commercialization, Patent Attorney
	University of Arkansas, Division of Agriculture
	535 W. Research Center Blvd., Innovation Center, Suite 108 Fayetteville, AR 72701 479-575-6833
Date:	Date: