WASHINGTON STATE UNIVERSITY BILATERAL CONFIDENTIAL
DISCLOSURE AGREEMENT

I. PARTIES

This Agreement made at Pullman, WA as of the [insert appropriate date; it should be no later than date of first disclosure] by and between [insert name and address of co.], hereinafter referred to as Company and Washington State University, Pullman, WA 99164-3140, an institution of higher education and an agency of the state of Washington, hereinafter referred to as WSU.

II. PURPOSE

Company and WSU desire to enter into discussions that may lead to a research project between the parties. In the course of such discussions it may be necessary for each party to disclose to the other certain information relating to [insert brief description of the subject of discussion/potential research project] which the disclosing party deems to be Confidential Information, hereinafter referred to as CI. The CI may include, without limitation, technical data, business plans, financial data, and other information/items pertaining to the previously mentioned subject matter as may be necessary or desirable to conduct the discussions. To protect such CI, the parties (the party disclosing the CI and the party receiving the CI are called subsequently Discloser and Recipient, and, depending on the circumstances, a party may be either a Discloser or a Recipient) respectively agree as follows:

1. To be protected under this Agreement, CI must be disclosed in written or other tangible form and labeled as “Confidential”. Oral or visual disclosures for which protection is sought must be identified at the time of disclosure as being disclosed in confidence, and a written instrument confirming that the information disclosed orally and/or visually should be held in confidence must be delivered to Recipient within twenty (20) days of such oral and/or visual disclosure. E-mail is one form of “written instrument” for the purpose stated in this paragraph.

2. The parties designate those individuals listed on Attachment A to this Agreement, which is hereby incorporated by reference, as the individuals authorized to disclose and to receive CI. These individuals are aware of the terms and conditions of this Agreement and agree to be bound by it. Recipient agrees to receive and to hold all CI acquired from Discloser in confidence and to disclose such information within its own organization only, and only to those listed on Attachment A mentioned previously. Recipient shall use the same degree of care to safeguard the CI acquired from Discloser that Recipient exercises in safeguarding its own confidential or proprietary information.

3. Recipient agrees that it will not disclose or use CI acquired from Discloser for any purposes other than in furtherance of the purpose stated previously in this Agreement. Without affecting the generality of the foregoing, Recipient agrees that it will not disclose any such information to any third party, or use it for its own benefit or for the benefit of any third party, without prior written approval by the Discloser.

4. Recipient shall not be liable for disclosure or use of CI if such information: i) was known to Recipient prior to its receipt from Discloser; ii) becomes generally available to the public without breach of this Agreement; iii) was acquired by Recipient from a third party that, to Recipient’s knowledge, is not bound by a confidentiality agreement with Discloser prohibiting such disclosure; or iv) is, on the advice of counsel, required to be disclosed by law or legal process or v) is reasonably ascertained by University or Sponsor to create a risk to a trial subject or to public health and safety.

5. It is understood that as an educational institution of the state of Washington, WSU is subject to Washington State laws and regulations including the Washington Public Disclosure Act, RCW 42.17.250 et seq. (http://apps.leg.wa.gov/RCW/). If a Public Disclosure Act request is made to view Discloser’s
Confidential Information, and the University’s Public Records Officer either determines that no exemption to disclosure applies or is unable to determine whether an exemption to disclosure applies, WSU will notify Discloser of the request and the date that such records will be released to the requestor unless Discloser obtains a court order enjoining that disclosure. If Discloser fails to obtain a court order enjoining disclosure, WSU will release the requested information on the date specified.

6. The furnishing of CI under this Agreement shall not constitute or be construed as a grant of any express or implied license or other right, under any of Discloser’s patents or other intellectual property rights.

7. This Agreement is in effect as of the date first written in the Agreement and shall continue for one (1) year with respect to any disclosures of CI. At such time, the Agreement shall expire, unless terminated earlier by either party, at any time, on ten (10) days’ prior written notice. Upon expiration or termination of this Agreement, Recipient shall immediately cease any and all disclosures or uses of CI and, at Discloser’s request, Recipient shall return promptly all CI, including any copies, to Discloser.

8. The obligation of Recipient with respect to disclosure and use of CI acquired from Discloser shall survive expiration or termination of this Agreement and shall continue for a period of three (3) years thereafter or, with respect to any applicable portion of CI, until the effective date of any of the events recited in “4” of this Agreement, whichever occurs first.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in the Superior Court of Whitman County.

10. This Agreement supersedes all previous and contemporaneous communications, transactions and understandings, whether oral or written, and constitutes the sole and entire agreement pertaining to the subject matter mentioned previously in this Agreement. No modification or addition of these terms shall be binding unless made in writing and signed by an authorized representative of both parties.

Each party acknowledges its acceptance of this Agreement by signature of its authorized officer on duplicate counterparts of the Agreement, one of which fully executed counterparts is to be retained by each party.

WASHINGTON STATE UNIVERSITY

Name: Dan Nordquist
Title: Director, OGRD (Authorized Signator)
Date: ________________________________

COMPANY

Name: ________________________________
Title: ________________________________
Date: ________________________________

Attachment A
(see Article 2)

Company individuals:

University individuals: