

CONFIDENTIALITY AGREEMENT

AGREEMENT made as of _____, 2016 by and between

_____ (“Farmer”) and

Carole R. Engle, Jonathan van Seuten, _____ (“Researchers”).

- A. Farmer has technical, financial, and other proprietary information relating to the management of their business, use of inputs, and associated costs; all of which it wishes to maintain in confidence.
- B. Researcher desires to receive such information for the purpose of furthering a collaborative research project and recognizes the importance of keeping such information in confidence.

NOW THEREFORE, in consideration of the disclosures made hereunder and covenants entered into herewith, the Farmer and Researcher agree as follows:

1. As used in this agreement, “Confidential Information” shall mean all data, technical and economic information, commercialization, and know-how disclosed or provided by the Farmer to the Researcher, directly or indirectly, whether in writing or orally, relating to the field of interest, except such information which can (a) be shown by Researcher to have been in his/her possession prior to disclosure to him/her by the Farmer; (b) at the time of disclosure hereunder is, or thereafter becomes, through no fault of Researcher, part of the public domain by publication or otherwise; (c) is furnished to Researcher after the time of disclosure hereunder as a matter of right and without restriction on its disclosure; or (d) is ordered released by a court of competent jurisdiction or otherwise requested to release by law.
2. Researcher agrees to limit its use of any Confidential Information to the purpose of evaluation in all or part of the field of interest.
3. Researcher agrees to maintain in confidence and not to disclose any Confidential Information. Researcher agrees to use the same reasonable precautions used with his own proprietary information of like character to prevent disclosure to third parties of the Confidential Information.
4. Researcher agrees not to make copies of the Confidential Information, in whole or in part, for any purposes other than the purposes set forth in paragraph 2, and will, upon request by the Farmer, return all tangible materials furnished hereunder and any notes or memoranda of conversations relating hereto, including any copies thereof.
5. The obligations of Researcher under this Agreement shall terminate on the fifth anniversary from the date of this agreement.

6. No right of license under any patent application, patent or other proprietary right is granted hereunder by implication or otherwise.
7. This agreement may be amended or terminated only by an instrument in writing signed by a duly authorized officer of both the Farmer and the Researcher.

Researchers

Carde R. Eyle



By: Carde R. Eyle

By: Jonathan van Sente By: _____

Title: Manager
Eyle-Stone Aquatics Title: Research Associate Title: _____
Adjunct - Virginia Tech

Date: 7/11/2016

Date: 7/11/2016

Date: _____

Farmer

By: _____

Title: _____

Date: _____