

CONFIDENTIAL DISCLOSURE AGREEMENT

This Agreement is effective this ____ day of _____, 20__ (“Effective Date”), by and between _____ having a principal place of business at _____ and The Regents of the University of California, on behalf of its Davis campus, having an address at UC Davis InnovationAccess, Technology Transfer Services, University of California, Davis, 1850 Research Park Drive, Suite 100, Davis, California, 95618-6134. This Agreement shall govern the conditions of disclosure by either party of certain confidential information relating to the subject matter area of _____, including without limitation such information relating to research, research plans and commercialization plans (all such confidential information to be referred to collectively herein as “CONFIDENTIAL INFORMATION”). CONFIDENTIAL INFORMATION may consist of information that is disclosed either orally or in writing (or both) by one party (“DISCLOSING PARTY”) to the other party (“RECEIVING PARTY”), provided that such disclosure takes place during the two (2) years commencing with the Effective Date, and that information disclosed orally is reduced to writing provided to the Receiving Party within thirty (30) days of disclosure.

With regard to CONFIDENTIAL INFORMATION received from the DISCLOSING PARTY, the RECEIVING PARTY hereby agrees:

- (1) not to use the CONFIDENTIAL INFORMATION except for the sole purpose of evaluating its interest in negotiating a commercial license agreement, a material transfer agreement or other funding or collaborative arrangement; and
- (2) to safeguard the CONFIDENTIAL INFORMATION against disclosure to others with the same degree of care as it exercises with its own information of a similar nature; and
- (3) not to disclose the CONFIDENTIAL INFORMATION to others, except to its employees, agents, or consultants who are bound to the RECEIVING PARTY by a like obligation of confidentiality, without the express written permission of the DISCLOSING PARTY;

except that, the RECEIVING PARTY shall not be prevented from using or disclosing any of the CONFIDENTIAL INFORMATION

- (a) which the RECEIVING PARTY can establish that it developed independently of any disclosure by DISCLOSING PARTY; or
- (b) which at the time of disclosure is, or subsequently becomes, public knowledge other than through acts or omissions of the RECEIVING PARTY; or
- (c) which is lawfully obtained by the RECEIVING PARTY from sources independent of the DISCLOSING PARTY; or
- (d) which is otherwise required to be disclosed by the RECEIVING PARTY due to law or court order.

This Agreement terminates five (5) years from the Effective Date, provided that, either party may terminate this Agreement at an earlier date upon thirty (30) days prior written notice. In the event of such early termination, the confidentiality and non-use obligations of each party under this Agreement shall survive and remain in effect until the date five (5) years from the Effective Date.

This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document shall be deemed an original instrument, and all of such counterparts, together, shall constitute one and the same executed Agreement.

COMPANY

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Please print)

Name: _____
(Please print)

Title: _____

Title: _____

Date: _____

Date: _____