

University of California, Davis
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 (“UC DAVIS”), having an address at UC Davis InnovationAccess, University of California, Davis, 1850 Research Park Drive, 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 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, but in no case less than reasonable care; 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 which:

- (i) is already known to the RECEIVING PARTY, as evidenced by competent written records predating disclosure under this Agreement;
- (ii) becomes known to the RECEIVING PARTY from sources independent of the DISCLOSING PARTY who have a lawful right to make such disclosure;
- (iii) is or becomes known or available to the public other than through acts or omissions of the RECEIVING PARTY in violation of this Agreement;
- (iv) the RECEIVING PARTY can establish that it developed independently of any disclosure

by DISCLOSING PARTY; or

- (v) is otherwise required to be disclosed by the RECEIVING PARTY due to applicable law, regulation or court order, or government regulation including but not limited to the California Public Records Act, but only to the extent such disclosure is required by same.

All notices under this agreement shall be effective only if made in writing and delivered by personal service, by registered mail, or as otherwise may be required by law, as follows:

To UC DAVIS:
 UC Davis InnovationAccess
 Office of Research
 1850 Research Park Suite 100
 Davis CA 95618

To RECIPIENT:

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.

AGREED:
THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

RECIPIENT

By DO NOT SIGN
 Name
 Title
 Date _____

By DO NOT SIGN
 Name
 Title
 Date _____

ACKNOWLEDGED AND UNDERSTOOD
THE REGENTS' INVESTIGATOR

RECIPIENT'S INVESTIGATOR

By DO NOT SIGN
 Name
 Title
 Date _____

By DO NOT SIGN
 Name
 Title
 Date _____