



CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT is effective [DATE] by and between [COMPANY] having an address of [COMPANY ADDRESS], hereinafter referred to as "RECIPIENT", and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("THE REGENTS"), having an address at 1111 Franklin Street, 12th Floor, Oakland, California 94607-5200, acting through its Office of Innovation, Technology & Alliances, University of California, San Francisco, 3333 California Street, Suite S-11, San Francisco, California, 94143.

This Agreement shall govern the conditions of disclosure by the University of California San Francisco ("UCSF") to RECIPIENT of certain confidential information ("DATA") relating to "[TECHNICAL SUBJECT MATTER OF DISCUSSION]" developed by Dr. [INVENTOR OR PI] et al. at UCSF [as disclosed in, but not limited to, DATA in UC Case No SF20XX-XXX]. DATA can consist of information that is either oral or written or both.

With regard to DATA, RECIPIENT hereby agrees:

1. not to use the information therein except for the sole purpose of evaluating RECIPIENT'S interest in negotiating a commercial license from THE REGENTS;
2. to safeguard DATA against disclosure to others with the same degree of care as it exercises with its own data of a similar nature; and
3. not to disclose DATA to others (except to its employees, agents, or consultants who are bound to RECIPIENT by a like obligation of confidentiality) without the express written permission of THE REGENTS, except that RECIPIENT shall not be prevented from using or disclosing any of the DATA that:
 - a) is now public knowledge or subsequently becomes such through no breach of this Agreement;
 - b) is rightfully in the other party's possession prior to disclosure as shown by its written records;
 - c) is rightfully disclosed to the receiving party by a third party;
 - d) is independently developed by or for the RECIPIENT without use of DATA received from the disclosing party, or
 - e) is required to be disclosed by the California Public Records Act or other applicable law.

It is further agreed that the furnishing of DATA to RECIPIENT shall not constitute any grant or license to RECIPIENT under any legal rights now or hereinafter held by THE REGENTS.

This agreement will be interpreted and construed in accordance with the laws of the State of California, excluding any choice of law rules that would direct the application of the laws of another jurisdiction and without regard to which party drafted particular provisions of this Agreement. Any legal action brought by the parties hereto relating to this Agreement will be conducted in San Francisco, California, USA.

The term of this Agreement is one (1) year from the Effective Date but either party may terminate this Agreement upon thirty (30) days' notice to the other party provided, however, that the secrecy and non-use obligations of RECIPIENT under the terms of this Agreement shall remain in effect for five (5) years from the date of disclosure.

RECIPIENT:

By: _____
(signature)

Name: _____
(please print)

Title: _____

Date: _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By: _____
(signature)

Name: _____

Title: _____

UCSF Office of Innovation, Technology & Alliances

Date: _____