CONFIDENTIAL DISCLOSURE AGREEMENT FOR DATA

This Agreement is effective on the date of last signature ("Effective Date") by XXXXX ("RECIPIENT"), having an address at XXXXX, and The Regents of the University of California having an address at 1111 Franklin St., Oakland, California 94607 ("UNIVERSITY"), represented by its San Diego campus having an address at University of California, San Diego, Office of Innovation and Commercialization, 9500 Gilman Drive, La Jolla, California 92093-0910 ("UCSD").

This agreement shall govern the conditions of disclosure by UNIVERSITY to RECIPIENT of certain confidential information ("DATA") relating to the invention(s) titled " XXXXXX XXXXXXX XXXXXXXXXX XXXXXXXXXXXXXXXX " developed by Dr. XXXXX and colleagues of UCSD and disclosed in Case No. SD XXXXX. DATA may consist of information that is either oral or written or both. All DATA disclosed pursuant to this Agreement shall be disclosed in writing marked with a "CONFIDENTIAL" legend, or if first disclosed otherwise, within thirty (30) days it shall be reduced to writing, marked as "CONFIDENTIAL", and sent to RECIPIENT.

With regard to DATA, RECIPIENT hereby agrees:

1. not to use the information therein except for the sole purpose of evaluating its interest in obtaining a commercial license from UNIVERSITY;
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 UNIVERSITY, except that RECIPIENT shall not be prevented from using or disclosing any of the DATA
   (a) which RECIPIENT can demonstrate by written records were previously known to it;

   (b) which are now, or become in the future, public knowledge other than through acts or omissions of RECIPIENT;

   (c) which are lawfully obtained by RECIPIENT from sources independent of UNIVERSITY;

   (d) which RECIPIENT can demonstrate were independently developed by RECIPIENT or its employees having no knowledge of the DATA; or

   (e) which is required by law or the action of a court of competent jurisdiction to be disclosed.

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 UNIVERSITY.

The parties agree that this Agreement may be executed by facsimile or electronic copies and in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

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 EFFECTIVE Date.

This Agreement will be governed and construed in accordance with the laws of California.

RECIPIENT:	UNIVERSITY:
By:_____	By:_____
(Signature)	(Signature)
Name:	Name:
Title:	Title:
Date:_____	Date:_____

Please forward signed originals to UCSD Office of Innovation and Commercialization, Courier Address: 10300 N. Torrey Pines Rd., Third Floor, La Jolla, 92093, USPS Address: 9500 Gilman Dr. La Jolla, CA 92093-0910.