

NONDISCLOSURE AGREEMENT

In order to protect certain confidential information ("Information") that may be made available by _____ (herein after "Company") to _____ (herein after "Scientist"), Scientist hereby agree as follows:

1. The Company's primary contact for disclosing Information is _____. Scientist's primary contact for receiving Information is _____.

2. The Information to be disclosed under this Agreement is described as:

3. Scientist will use the Information from the Company only for the purpose of _____.

4. This Agreement controls only Information that is disclosed from the dates _____ through _____.

5. Scientist's duty to protect the Information under this Agreement expires three (3) years from the receipt of information _____.

6. Scientist will protect the disclosed confidential information by using reasonable care to prevent the unauthorized use, dissemination or publication of the confidential information. Scientist will not disclose Information to any third party and will limit disclosure to those of its employees, students, staff, or agents with a need to know _____.

7. Scientist will have a duty to protect only that Information that is (a) disclosed by the Company in writing and is marked as "confidential" at the time of disclosure, or that is (b) disclosed by the Company in any other manner, is identified as confidential at the time of disclosure and is also summarized and designated as confidential in a writing delivered to Scientist contact named in paragraph 1 above within fifteen (15) days of the disclosure _____.

8. This Agreement imposes no obligation upon a Scientist with respect to Information that (a) was in the Scientist's possession before the receipt from Company; (b) is or becomes a matter of public knowledge through no fault of the Scientist; (c) is rightfully received by the Scientist from a third party without a duty of confidentiality; (d) is disclosed by the Company to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Scientist; or (f) is available to the public under operation of Law _____.

9. Either Scientist may decline to receive any information that he or she does not wish to receive from Company

10. Company confirms that the confidential information it discloses does not contain export control-listed technology or technical data identified on any US export control list, including the Commerce Control List (CCL) at 15 CFR 774 and the US Munitions List (USML) at 22 CFR 121. In the event Company intends to provide Scientist with export control-listed information, Company will inform Stanford University's Export Control Officer beforehand in writing. Company agrees not to provide any export control-listed information to Scientist, or others at Stanford University, without the written agreement of Stanford's Export Control Officer. _____

11. Neither party acquires any intellectual property rights under this Agreement except the limited right to the use set out in paragraph 3 above.

12. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.

13. This Agreement is made under, and will be construed according to, the laws of the State of California, USA.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Comment [KK1]: Confidential information should be described in as much detail as possible.

Comment [KK2]: Purpose should be defined carefully and as completely as possible (e.g. discussion of possible sponsored research (or license agreement)).

Comment [KK3]: Time should be limited so as to make it clear when the information was exchanged and avoid an indefinite obligation.

Comment [KK4]: The shorter the time, the better. Some agreements require 5 years.

Comment [KK5]: This is the essence of the Agreement. Recipient should be aware of and comfortable with abiding by these obligations before signing the Agreement.

Comment [KK6]: Limits the obligations of non-disclosure to certain, clearly marked information only.

Comment [KK7]: Exempts certain information from confidentiality duties.

Comment [SO8]: Stanford researchers cannot accept ANY proprietary or otherwise restricted information that is known to be, or that a third party identifies as export controlled without first obtaining the University Export Control Officer's written concurrence.