

CONFIDENTIAL DISCLOSURE AGREEMENT

1. Effective _____ THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California (“STANFORD”), desires to disclose to _____ (“RECIPIENT”), certain confidential information which RECIPIENT acknowledges to be of a confidential character, such information relating to “_____” developed at STANFORD, as described in STANFORD docket number _____ (“Confidential Information”).
2. Confidential Information includes (a) written disclosures marked CONFIDENTIAL, and (b) oral disclosures reduced to writing within 30 days of original disclosure and marked CONFIDENTIAL.
3. RECIPIENT accepts this Confidential Information for the sole purpose of evaluating the Confidential Information for its own contemplated use and hereby agrees not to make any other use of the disclosed Confidential Information, or to disclose the same to any third party or parties without the prior written consent of STANFORD. RECIPIENT shall protect the Confidential Information with the same degree of care it applies to protect its own confidential information.
4. Within ninety (90) days, or any extension period granted by STANFORD from the date of this Agreement, RECIPIENT will advise STANFORD in writing as to its interest in negotiating an agreement to allow RECIPIENT's use of the disclosed Confidential Information beyond evaluation. Should STANFORD independently agree to negotiate, the parties will commence good faith negotiations upon STANFORD's written notification to RECIPIENT.
5. If the period for evaluation has expired, or RECIPIENT has notified STANFORD in writing that it is no longer interested in continuing the evaluation, or if negotiations between the parties have commenced but STANFORD has notified RECIPIENT in writing that in STANFORD's sole discretion a satisfactory agreement cannot be reached, then RECIPIENT will return to STANFORD within thirty (30) days all Confidential Information and copies thereof, including written documentation, drawings, photographs, models, and specimens, less any specimens necessarily consumed in evaluation. RECIPIENT may keep one copy for the sole purpose of documenting this Confidential Information, as long as the copy is maintained in confidence by RECIPIENT for the life of the Agreement as specified in Paragraph 10 below.
6. It is recognized that RECIPIENT may be required to disclose such Confidential Information to its directors, officers, employees, consultants and/or advisors (collectively, “Agents”) for purposes of evaluation. RECIPIENT will exercise reasonable care in the selection of such Agents, and will fully advise them of the confidentiality of this Confidential Information and shall secure the agreement of all such persons to comply with the terms and conditions of this Agreement. The number of such Agents will be limited to those who need to know for said evaluation purposes.
7. Notwithstanding the above, RECIPIENT shall have no obligation to refrain from disclosing specific information if and when a patent is issued covering such Confidential Information. Further, RECIPIENT shall have no obligation hereunder to refrain from disclosing or using the following:
 - (a) Information that is generally available to the public at the time of this disclosure;

- (b) Information that becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of RECIPIENT;
 - (c) Information that is disclosed to the undersigned by third parties as a matter of right;
 - (d) Information that has been independently developed by RECIPIENT; and
 - (e) Information that is required to be disclosed by a court of competent jurisdiction after RECIPIENT gives maximum practical notice to STANFORD.
8. In any event, it is understood that STANFORD does not release RECIPIENT from any liabilities based upon any copyright or patent or other rights it now possesses or may acquire concerning such Confidential Information. No license or other right under any U.S. or foreign patent, copyright, or know-how is granted or implied by this Agreement.
 9. The interpretation and validity of this Agreement and the rights of the parties shall be governed by the laws of the State of California.
 10. The period of this Agreement is until three (3) years from either the termination of evaluation or negotiations by RECIPIENT or STANFORD whichever occurs last, as specified in Paragraph 4 above. All obligations of RECIPIENT with respect to the use and disclosure of Confidential Information hereunder shall terminate at the end of such three (3)-year period.
 11. The above constitutes the full and complete Agreement in this matter by and between the parties hereto.
 12. 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.

IN WITNESS WHEREOF, RECIPIENT has executed this Agreement in duplicate originals by its duly authorized officer or representative.

COMPANY NAME

Signature _____

Printed Name _____

Title _____

Date _____