

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 "(Title of Docket)" developed at STANFORD, as described in the following STANFORD docket number: _____ ("Confidential Information").
2. RECIPIENT accepts this Confidential Information for the sole purpose of evaluating the same for its own contemplated use and hereby agrees not to make use of the disclosed Confidential Information, except for such purpose as evaluation, or to disclose the same to any third party or parties without the written prior consent of STANFORD. All such disclosures shall be in writing. All oral disclosures to RECIPIENT which are then summarized in writing within thirty (30) days are also covered by this Agreement. RECIPIENT shall protect said Confidential Information with the same degree of care as it applies to protect its own.
3. Within ninety (90) days or within 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 so negotiate with RECIPIENT, the parties will commence good faith negotiations upon STANFORD's written notification to RECIPIENT.
4. If the period for evaluation has expired, or the RECIPIENT has notified STANFORD in writing that it is no longer interested in continuing with 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 promptly return to STANFORD within thirty (30) days all Confidential Information and copies thereof, including written documentation, drawings, photographs, models, and specimens, less those specimens necessarily consumed in evaluation, and will keep only one copy thereof for the sole purpose of documenting this Confidential Information to RECIPIENT, and which will be maintained in confidence by RECIPIENT for the life of the Agreement as specified in Paragraph 9 below.
5. It is recognized that RECIPIENT may be required to disclose such Confidential Information to employees, for purposes of evaluation. RECIPIENT will exercise reasonable care in the selection of such employees, and will fully advise all such persons 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 employees will be limited to those who need to know for said evaluation purposes.
6. Notwithstanding the above, RECIPIENT shall have no obligation hereunder 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 information:
 - (a) Information which is generally available to the public at the time of this disclosure;

- (b) Information which 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 which thereafter is disclosed to the undersigned by third parties as a matter of right;
 - (d) Information which has been independently developed by RECIPIENT; and
 - (e) Information that is required to be disclosed by a court of competent jurisdiction after giving maximum practical notice to STANFORD.
7. 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.
 8. The interpretation and validity of this Agreement and the rights of the parties shall be governed by the laws of the State of California.
 9. 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 3 above. All obligations of the RECIPIENT with respect to the use and disclosure of Confidential Information hereunder shall terminate at the end of such three (3)-year period.
 10. The above constitutes the full and complete Agreement in this matter by and between the parties hereto.
 11. 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.

RECIPIENT

Signature _____

Name _____

Title _____

Date _____