MUTUAL NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

This Mutual Non-Disclosure and Confidentiality Agreement ("**Agreement**") is made and entered into as of the date of final signature to this Agreement ("**Effective Date**") by and between The Regents of the University of California ("**The Regents**") acting through its University of California Los Angeles ("**UCLA**") Technology Development Group with offices located at 10889 Wilshire Boulevard, Suite 920, Los Angeles, California 90095-7191 and _____ ("**Company**") with offices located at _____. The Regents and Company may be referred to individually as Party ("**Party**") and collectively as Parties ("**Parties**") in this Agreement.

In consideration of the mutual promises set forth in this Agreement, which the Parties acknowledge as sufficient, the Parties agree as follows:

1. **Purpose**. The Parties wish to discuss a potential business relationship relating to _____ and such discussions will involve the disclosure of Confidential Information (as defined below) in furtherance of such potential business relationship ("**Purpose**").

2. **Party References**. In this Agreement, Disclosing Party ("**Disclosing Party**") refers to the Party disclosing Confidential Information under this Agreement, and Receiving Party ("**Receiving Party**") refers to the Party receiving Confidential Information under this Agreement.

3. **Confidential Information.** For the purposes of this Agreement Confidential Information ("**Confidential Information**") means any non-public information of the Disclosing Party, which (i) has commercial value, (ii) relates to its business and/or operations, (iii) contains non-public or proprietary intellectual property, (iv) contains non-technical information relating to its services, including without limitation strategies, marketing plans, real estate plans, leasing plans, future business plans, (v) contains any other information which is proprietary and confidential to Disclosing Party, or (vi) otherwise contains any information which a reasonable person would deem to be confidential. Notwithstanding the foregoing, for information to be deemed as Confidential Information, such information must be clearly and conspicuously marked and identified as confidential at the time of disclosure under this Agreement. Information disclosed orally or visually must be identified as confidential at its time of oral or visual disclosure and must be confirmed in writing as confidential within five (5) days of such oral or visual disclosure. Any information not identified as confidential will be treated as Confidential Information only if, under the circumstances of disclosure, a reasonable person would understand it to be confidential or proprietary to the Disclosing Party. Confidential Information does not include information that the Receiving Party can prove: (i) was known by the Receiving Party without any obligation of confidentiality at the time of disclosure under this Agreement; (ii) becomes generally known to the public through no breach of the confidentiality obligations of the Receiving Party under this Agreement; (iii) is rightfully obtained by Receiving Party from a third party without an obligation of confidentiality; or (iv) was independently developed by employees of the Receiving Party without access to the Confidential Information as demonstrated by written records.
   a. **The Regents' Confidential Information**. Confidential Information owned by The Regents is related The Confidential Information will specifically relate to UCLA Case No(s). in Appendix A **("Appendix A")** to this Agreement which is hereby incorporated into this Agreement by this reference. The Regents' Confidential Information is provided "as is," with no express or implied warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose.
   b. **Company's Confidential Information.** Confidential Information owned by Company is related to _____.

4. **Permitted Disclosure**. Receiving Party may disclose Confidential Information to its legal representatives (where The Regents is the Receiving Party, representatives includes the 501(c)(3) organization that oversees the Technology Development Group of the University of California, Los Angeles),, employees, and staff (collectively referred to as "**Representative(s)**") if there is a bona fide need to know such Confidential Information, but only to the extent necessary to evaluate or carry out the Purpose and if a Representative is under an obligation of confidentiality with requirements at least as restrictive as those of this Agreement.

5. **Mandated Disclosure**. Receiving Party may disclose Disclosing Party's Confidential Information if and only to the extent that such disclosure is required by court or administrative order. Notwithstanding the foregoing, Receiving Party shall provide Disclosing Party a reasonable opportunity to review any such disclosure before it is made and to interpose its own objection to the disclosure. Receiving Party agrees to provide reasonable assistance to Disclosing Party in any request, filing or objection that Disclosing Party decides in its sole and absolute discretion to make to protect Disclosing Party's Confidential Information.

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6. **Use Confidential Information**. Receiving Party shall use the Confidential Information disclosed by Disclosing Party solely for the Purpose and shall not use any of the Confidential Information for its own benefit.

7. **Obligation of Confidentiality**. As the recipient of Confidential Information belonging to Disclosing Party, Receiving Party agrees it shall (a) receive Confidential Information in confidence; (b) treat it as confidential and protect the Confidential Information with at least the same degree of care as it protects its own Confidential Information, but no less than reasonable care; and (c) not disclose Confidential Information to any third party, other than as provided in this Agreement, without the prior written approval of Disclosing Party; and unless the third party is bound by this or a confidentiality agreement barring further disclosure.

8. **Ownership**. Receiving Party acknowledges and agrees that: (a) all right, title and interest in and to all Confidential Information is and will remain the exclusive property of Disclosing Party; (b) nothing in this Agreement will be deemed to convey to Receiving Party any rights to or license of any intellectual property rights possessed by Disclosing Party; and (c) nothing in this Agreement will be deemed to grant to Receiving Party any rights to modify, revise or alter Disclosing Party's Confidential Information.

9. **Return of Confidential Information**. Upon the expiration or termination of this Agreement or upon demand by Disclosing Party all Confidential Information, however embodied, shall be returned to Disclosing Party within ten (10) days.

10. **Injunctive Relief**. Receiving Party understands and acknowledges that any disclosure or misappropriation of any Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction remedies including, but not limited to, (i) specific performance, (ii) an order restraining and enjoining any such further disclosure or breach. Such right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party at law or in equity. Receiving Party expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by Disclosing Party.

11. **No License**. It is further agreed that the furnishing of Confidential Information to Receiving Party shall not constitute any grant or license to Receiving Party or an offer of any type to negotiate such a license under any legal rights now or hereinafter held by Disclosing Party and that Disclosing Party may be discussing options and licenses with third parties.

12. **Term**. The Term ("**Term**") of this Agreement shall begin on the Effective Date and shall remain in effect for a period of three (3) years, unless extended by the Parties in a written amendment to this Agreement signed by both Parties.

13. **Termination**. This Agreement may be terminated by either Party upon thirty (30) days prior written notification to the other Party.

14. **Survival of Confidentiality**. The duties and obligations of confidentiality pursuant to this Agreement shall remain in effect for a period of three (3) years after the expiration of the Term or termination of this Agreement.

15. **No Obligation**. Nothing in this Agreement shall be construed as an obligation to disclose Confidential Information nor to enter into any relationship.

16. **No Warranty**. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY OR COMPLETENESS OR ANY OTHER MATTER.

17. **Export Controlled Information**. Each Party agrees that it will not transfer or otherwise disclose to the other Party any Confidential Information or other technology or technical data that is export-controlled under the Export Administration Regulations or the International Traffic in Arms Regulations of the United States.

18. **Severability**. If any provision in this Agreement is determined to be in violation of any law, rule, or regulation, or otherwise unenforceable, such determination shall not affect the validity of any other provision of this Agreement, but such other provisions shall remain in full force and effect. Each provision and paragraph of this Agreement is severable from every other provision and paragraph and constitutes a separate and distinct covenant.

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19. **Waiver**. No term or provision of this Agreement will be considered waived by either Party unless such waiver or consent is in writing signed by the Party against whom such waiver or consent is asserted. The waiver by either Party of, or consent of either Party to, a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by the other Party.

20. **Amendment**. This Agreement may be amended or modified only by mutual agreement of authorized representatives of the Parties in writing. Failure to enforce any provision of this Agreement by a Party shall not constitute a waiver of any term hereof by such Party.

21. **Governing Law**. This Agreement, and any matter arising out of or related to this Agreement, shall be governed by, and construed in accordance, with the laws of the State of California. The Parties hereby irrevocably consent to the exclusive personal jurisdiction of the state or federal courts located in the State of California in any action arising out of or relating to this Agreement and waive any other venue to which either Party might be entitled by domicile or otherwise and waive any defense of personal jurisdiction and non-convenient forum.

22. **Counterparts**. This Agreement may be executed by electronic means and in counterparts, each of which shall be deemed to be an original, and both of which taken together, shall constitute one agreement binding on both Parties.

23. **Entire Agreement**. This Agreement expresses the full and complete understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter.

IN WITNESS WHEREOF, the Parties duly authorized signatories hereby execute this Agreement as of the Effective Date.

COMPANY	**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**
By: _____ *Signature*	By: _____ *Signature*
Name:	Name:
Title: Sr. Director XXXXX	Title:
Date:	Date:

READ AND ACKNOWLEDGED:

By: _____
UCLA Principal Investigator's name

Date: _____

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Appendix A
UCLA Case Number(s)

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