

MUTUAL NONDISCLOSURE AGREEMENT

In order to protect certain confidential information that may be exchanged between _____ (Company name) and _____ (Scientist's name), the parties to this Agreement hereby agree as follows:

1. The parties' primary contacts for disclosing or receiving confidential information are:

For _____: _____ For _____: _____

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

3. A party receiving confidential information under this Agreement ("Recipient") will use the confidential information from the disclosing party ("Discloser") only for the purpose of:

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

5. A Recipient's duty to protect the confidential information under this Agreement expires three (3) years from the receipt of information.

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

7. A Recipient will have a duty to protect only that confidential information that is (a) disclosed by the Discloser in writing and is marked as "confidential" at the time of disclosure, or that is (b) disclosed by the Discloser 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 Recipient contact named in paragraph 1 above within fifteen (15) days of the disclosure.

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

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

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 [KK8]: This is a useful provision.

Comment [SO9]: 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.