

**NON-DISCLOSURE AGREEMENT
(Mutual Disclosure)**

This Agreement is made effective as of _____, 2017 (the “Effective Date”) between The Regents of the University of California on behalf of its Santa Cruz campus, a California Constitutional corporation, with a principal place of business at 1156 High Street, Santa Cruz, California 95064 (“UCSC”), and _____, with a principal place of business at _____ (“Company”). UCSC and Company may be referred to as Party or Parties in this Agreement. The parties intend to exchange information for the Purpose and in the Field described below:

Field:

Purpose:

The Primary Contact(s) for disclosing and receiving confidential information for UCSC are as follows:

1. Email:

The Primary Contact(s) for disclosing and receiving confidential information for Company are as follows:

1. Email:

This Agreement applies to information disclosed within one year of the Effective Date (the “End Date”).

In consideration of the parties exchanging confidential information, the parties hereby agree as follows:

1. CONFIDENTIAL INFORMATION. When used in this Agreement, the term “Confidential Information” means confidential and proprietary information disclosed by UCSC or Company (“Disclosing Party”) to the other Party (“Receiving Party”) that (i) prior to disclosure, is marked with a legend indicating its confidential status or (ii) is disclosed orally or visually, if Disclosing Party identifies such information as confidential at the time of disclosure and, within 30 days of such disclosure, delivers to Receiving Party a notice summarizing the confidential information disclosed. Notwithstanding the foregoing, in no event is information Confidential Information if it (a) was in Receiving Party’s possession before receipt from Disclosing Party; (b) is or becomes a matter of public knowledge through no fault of Receiving Party; (c) is received by Receiving Party, without restriction as to further disclosure, from a third party having an apparent bona fide right to disclose the information to Receiving Party; or (d) is independently developed by Receiving Party without use of Disclosing Party’s Confidential Information.

2. LIMITATIONS ON USE. Receiving Party shall use Disclosing Party’s Confidential Information solely for the Purpose. Disclosure of Confidential Information does not constitute a grant to Receiving Party of any right or license to Disclosing Party’s Confidential Information, except as set forth herein.

3. CARE OF CONFIDENTIAL INFORMATION. Receiving Party shall exert reasonable efforts to maintain Disclosing Party’s Confidential Information in confidence, except that Receiving Party may disclose or permit disclosure of Disclosing Party’s Confidential Information to Receiving Party’s officers, employees, consultants, advisors and students who need to know such Confidential Information to fulfill the Purpose and who have been advised of and have agreed to maintain the confidential nature of the Confidential Information. Receiving Party shall be deemed to have discharged its obligations hereunder provided Receiving Party has exercised the foregoing degree of care and provided further that Receiving Party shall immediately, upon discovery of any disclosure not authorized hereunder, notify Disclosing Party and take reasonable steps to prevent any further unauthorized disclosure or unauthorized use.

4. REQUIRED DISCLOSURES. Nothing in this Agreement shall be construed to prevent Receiving Party from disclosing Confidential Information as required by law or legal process, as long as Receiving Party, if permitted by applicable law, promptly notifies Disclosing Party of its obligation to disclose and provides reasonable cooperation to Disclosing Party in any efforts to contest or limit the scope of the disclosure.

5. **NO WARRANTY.** All Confidential Information is provided “as is.” Disclosing Party makes no warranty, expressed or implied, regarding its Confidential Information’s accuracy, completeness, suitability or performance.

6. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the Effective Date and terminate on the earliest of (a) the End Date or (b) the date on which Disclosing Party provides notice of termination of this Agreement to Receiving Party’s Primary Contact and administrative contact identified in Section 8 below. Receiving Party’s obligations with respect to use and non-disclosure of Confidential Information shall survive for a period of three years after termination.

7. **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION.** Following termination of this Agreement, Receiving Party shall, at the direction of Disclosing Party, either destroy or return to Receiving Party all documents, materials, and other tangible manifestations of Confidential Information and shall destroy any electronic or digital manifestations of Confidential Information, except that Receiving Party may retain one copy of the Confidential Information solely for the purpose of monitoring its obligations under this Agreement.

8. **NOTICES.** Any notices to be given under this Agreement, other than those contemplated by Section 1, shall be in writing and addressed to the parties as shown below. Notices shall be delivered by certified or registered first class mail (air mail if not domestic) or by commercial courier service and shall be deemed to have been given or made as of the date received.

FOR:	Company	FOR:	UCSC
Name:		Name:	
Title:		Title:	
Organization:		Organization:	UCSC Office of Research
Address:		Address:	1156 High Street
City, State, Zip:		City, State,	Santa Cruz, California 95064
		Zip:	
Phone:		Phone:	
Email:		Email:	

9. **MISCELLANEOUS PROVISIONS**

9.1 Export Control. Disclosing Party covenants and warrants that it will not disclose to Receiving Party any information that contains information, technology or data subject to the ITAR (22 CFR 120-130), identified on the Commerce Control List (15 CFR 774) or subject to other export controls including NRC (10 CFR 110) and DoE (10 CFR 810), unless and until it obtains the written consent of Receiving Party.

9.2 No Agency or Future Commitment. The parties do not intend that any agency, partnership, joint venture, or exclusive relationship is created between the parties by this Agreement, and each party is free to pursue relationships and opportunities with others similar to those contemplated by this Agreement. Nothing in this Agreement shall be construed as obligating the parties to enter into any subsequent agreement or relationship.

9.3 Entire Agreement/Amendment. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. This Agreement may be amended or modified only by a written instrument signed by an authorized representative of each party.

9.4 Assignment. This Agreement may not be assigned by either party without the other party’s prior written consent.

9.5 Severability. The provisions of this Agreement are severable. In the event any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions hereof and the provision shall be reformed to be enforceable and reflect as closely as possible the intent of the original provision.

9.6 Waiver. Any waiver of compliance with the terms of this Agreement must be in writing, and any waiver in one instance shall not be deemed a waiver in any future instance.

9.7 Governing Law. Each party’s activities will be governed by California law.

9.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together constitute one and the same instrument.

Executed as of the Effective Date:

**THE REGENTS OF THE UNIVERSITY OF COMPANY
CALIFORNIA ON BEHALF OF ITS SANTA CRUZ
CAMPUS**

By: _____

Name: _____

Title: _____

Date: _____

By _____

Name: _____

Title: _____

Date: _____