MUTUAL NONDISCLOSURE AGREEMENT

In order to protect certain confidential information that may be exchanged between ____________ (“Company”) and The Board of Trustees of the Leland Stanford Junior University (“Stanford”), the parties to this Agreement hereby agree as follows:

1. The parties’ primary contacts for disclosing or receiving confidential information are:
   
   For Company: ____________________________ For Stanford: ____________________________

2. As used herein, the confidential information (“Confidential Information”) shall mean all information furnished by the Discloser to the Recipient, whether orally, in writing, electronically or in other tangible form, and identified as confidential or proprietary at the time of disclosure by the Discloser, or otherwise disclosed in a manner such that a reasonable person would understand its confidential nature, including but not limited to, information that is related to:

   From Stanford: any and all information, know-how and data pertaining to Stanford Docket No. Sxx-xxx, entitled ____________________________

   From Company: ____________________________

3. A party receiving Confidential Information under this Agreement (“Recipient”) will use the Confidential Information from the disclosing party (“Discloser”) only for the sole purpose of the parties discussing a potential license agreement (“Purpose”).

4. A Recipient will protect the disclosed Confidential Information by using reasonable care to prevent the unauthorized use, dissemination or publication of the Confidential Information. A Recipient will not disclose Confidential Information to any third party, or use or reproduce any such Confidential Information for any purpose other than solely as required to accomplish the Purpose, and will further limit disclosure to those of its employees, consultants, students, staff or agents with a need to know who require such information to accomplish the Purpose, and who have agreed to exercise the same level of care in protecting Confidential Information as Recipient. In particular, the Recipient will not use any Confidential Information received by it: (a) to support any patent application or related filing; or (b) to start developing its own manufacturing process. Each party shall advise its employees, consultants, students, staff or agents who might have access to Confidential Information of the confidential nature thereof.

5. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that (a) was in the Recipient's possession before 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 on a non-confidential basis from a third party without a duty of confidentiality and who is not in a fiduciary relationship with the Discloser; (d) is independently developed by the Recipient without the use of Discloser's Confidential Information; or (e) is available to the public under operation of Law. Anything to the contrary contained herein notwithstanding, the Recipient shall be permitted to disclose any of the Discloser’s Confidential Information that is required or requested to be disclosed by a governmental authority or applicable law in connection with a legal proceeding, provided that the Recipient shall: (i) notify the Discloser of any such disclosure requirement as soon as practicable; (ii) cooperate with the Discloser if the Discloser seeks a protective order or other remedy in respect of any such disclosure; (iii) furnish only that portion of the Confidential Information which the Recipient is legally required to disclose; and (iv) take all reasonable and lawful actions to obtain confidential treatment for such disclosure.

6. A Recipient may decline to receive any information that they do not wish to receive from Discloser. Upon the Discloser’s request, the Recipient shall promptly return to the Discloser or destroy all copies of the Discloser’s Confidential Information. Upon the Discloser’s request, the Recipient shall confirm in writing such destruction, provided, however, that the Recipient may retain any Confidential Information (subject at all times to the restrictions on use and disclosure in this Agreement) to the extent (a) required to determine its rights and obligations hereunder; (b) required by mandatory law; and (c) archived pursuant to the Recipient’s regular data archiving and record retention policies.

7. Both parties agree to adhere to U.S. export laws and regulations, where applicable. Company agrees that it will not disclose Confidential Information that contains technology or technical data identified on any U.S. export control list, including the
Commerce Control List ("CCL") at 15 CFR 774 and the U.S. Munitions List ("USML") at 22 CFR 121. Proposed disclosures of Confidential Information that include technology or technical data other than that classified as EAR99 will be negotiated pursuant to a separate agreement.

8. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS SET FORTH BELOW THE DISCLOSER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF ITS CONFIDENTIAL INFORMATION, INCLUDING, WITHOUT LIMITATION, ITS ACCURACY, COMPLETENESS OR PERFORMANCE. NOTWITHSTANDING THE FOREGOING, EACH DISCLOSER HEREBY REPRESENTS AND WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE ITS CONFIDENTIAL INFORMATION TO THE RECIPIENT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. The Discloser is under no obligation to maintain, correct, update, change, modify, or otherwise support any of its Confidential Information. Nothing herein will be construed to grant to the Recipient any rights or licenses: (a) under the Discloser’s trademarks, inventions, copyrights, patents or other intellectual property rights, except as expressly provided herein to achieve the Purpose; (b) to retain or distribute any Confidential Information, except as expressly provided herein to achieve the Purpose; or (c) to commercialize any Confidential Information. Nothing herein will obligate either party to enter into any further agreements or arrangements with the other party with respect to any Confidential Information or otherwise, except on such terms as are acceptable to such party in its sole and absolute discretion.

9. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.

10. This Agreement is made under, and will be construed according to, the laws of the State of California, USA.

11. The term during which disclosures may be made and received under this Agreement will be one (1) year from the last signature date below, but the Recipient’s duty to protect the Confidential Information and Recipient’s obligations of non-use under this Agreement shall survive for five (5) years from receipt of the information. Recipient’s obligation to destroy all copies of the Discloser’s Confidential Information pursuant to Section 6 above shall survive any expiration or termination of this Agreement until fully performed, except that the Recipient may retain a copy of the Confidential Information solely for the purpose of monitoring its obligations under this Agreement and shall not be required to destroy any copies that are automatically retained as part of a computer back-up, recovery or similar archival or disaster recovery system; provided, such copies are not intentionally accessed except where required or requested by applicable law or where disclosure is otherwise permitted under this Agreement.

12. The parties agree that a copy of the original signature (including an electronic copy or a fax 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.

[Name of Company]  THE BOARD OF TRUSTEES OF THE LELAND
STANFORD JUNIOR UNIVERSITY

By: ___________________________  By: ___________________________
Name: __________________________ Name: __________________________
Title: ___________________________ Title: ___________________________
Date: ___________________________ Date: ___________________________

Read and Acknowledged
[Name and title of Stanford PI]

By: ___________________________ Date: ____________