

Sample Agreement only - some terms may be modified, and other terms may be added to address any case specific circumstances.

CONFIDENTIALITY AGREEMENT

In consideration for the evaluation of certain information, knowledge, software, data, and/or know-how related to Stanford Docket No. _____ entitled " _____ " (hereinafter "INFORMATION") made available to it by the Leland Stanford Junior University (hereinafter "STANFORD"), _____ (hereinafter "COMPANY") hereby agrees as follows:

1. COMPANY agrees to keep in confidence and to use the INFORMATION for scientific, technical and economic evaluation only. COMPANY further agrees to keep in confidence and not disclose any part of INFORMATION to a third party or parties for three (3) years from the date of this Agreement. All oral disclosures of INFORMATION as well as written disclosures of INFORMATION are covered by this Agreement.
2. Any obligation of COMPANY under this Agreement shall not apply to INFORMATION that:
 - (a) Is or becomes a part of the public knowledge through no fault of COMPANY;
 - (b) COMPANY can demonstrate was rightfully in its possession before disclosure by STANFORD; or
 - (c) COMPANY can demonstrate was rightfully received from a third party who shall not have received the same from STANFORD.
3. COMPANY agrees to obligate its employees who have access to any portion of INFORMATION to protect the confidential nature of INFORMATION.
4. The interpretation and validity of this Agreement and the rights of the parties shall be governed by the laws of the State of California.
5. The parties to this Agreement 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.

COMPANY

Company: _____

Signature: _____

Name (print): _____

Title: _____

Address: _____

Date: _____