

NON-DISCLOSURE AGREEMENT

SAMPLE

THIS NON-DISCLOSURE AGREEMENT (the "Agreement"), effective as of _____, by and between The Regents of the University of California, through the Ernest Orlando Lawrence Berkeley National Laboratory, One Cyclotron Road, Berkeley, California 94720 ("Berkeley Lab"), and the entity listed below ("Recipient"):

Company/University/Institution ("Recipient"): _____

Name of responsible Recipient employee: _____

Title or position: _____

Department (if applicable): _____

Address 1: _____

Address 2: _____

Tel: _____ Fax: _____ E-mail: _____

"Confidential Information" means information disclosed by Berkeley Lab to Recipient relating to _____ including without limitation information contained in Berkeley Lab case IB- _____, entitled _____, developed by _____ under Berkeley Lab's management and operation contract with the Department of Energy.

"Purpose of Disclosure" means the use and evaluation of Confidential Information in connection with a potential licensing transaction or collaborative research and development with Berkeley Lab.

"Term" means five (5) years from the effective date of this Agreement.

With regard to Confidential Information, Recipient hereby agrees:

(1) not to use Confidential Information except to the extent required to accomplish the Purpose of Disclosure; and not to disclose Confidential Information to others (except to its employees with a need to know and who are bound by the terms of this Agreement) without the express written permission of Berkeley Lab, except that Recipient is not prohibited from using or disclosing Confidential Information:

- (a) that Recipient can demonstrate by written records was known to it prior to receipt from Berkeley Lab;
- (b) that is now, or becomes in the future, public knowledge other than through an act or omission of Recipient;
- (c) that Recipient obtains in good faith from a third party not bound by confidentiality obligations to Berkeley Lab;
- (d) that is disclosed by operation of law; or
- (e) that Recipient develops independently, for which Recipient can demonstrate by written records that independent development occurred without knowledge or use of Confidential Information.

(2) Recipient's obligations under this Agreement remain in effect for the Term, notwithstanding any termination of this Agreement.

(3) The parties agree that the furnishing of Confidential Information to Recipient does not constitute any grant or license to Recipient under any patent or other proprietary rights now or in the future held by Berkeley Lab.

(4) This Agreement embodies the entire and final understanding of the parties on this subject. It supersedes any previous representations, agreements, or understandings, whether oral or written. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by an authorized representative on behalf of each party.

(5) This Agreement shall be interpreted and enforced under the laws of California, without giving effect to any choice of law rules that would result in the application of laws of any jurisdiction other than California.

RECIPIENT

By: _____
Name: _____
Title: _____
Date: _____

ERNEST ORLANDO LAWRENCE
BERKELEY NATIONAL LABORATORY

By: _____
Name: _____
Title: _____
Date: _____