

**CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT is effective this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ with an address at \_\_\_\_\_, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, having its principal address at 1111 Franklin Street, 5<sup>th</sup> Floor, Oakland, California 94607-5200 on behalf of SCRIPPS INSTITUTION OF OCEANOGRAPHY, UNIVERSITY OF CALIFORNIA, SAN DIEGO located at 9500 Gilman Drive, La Jolla, California 92093-0210.

Either party may disclose Confidential Information ("Disclosing Party") to the other party ("Receiving Party") in the course of the Research Project conducted by the University of California, San Diego campus relating to \_\_\_\_\_ ("Project"). Confidential Information may consist of information that is either oral or written or both. Any confidential information disclosed in writing shall be clearly marked by the Disclosing Party as "Confidential Information." Any confidential information orally disclosed shall be reduced to writing by the Disclosing Party with a copy marked "Confidential Information" provided to the Receiving Party within thirty (30) days.

The Receiving Party hereby agrees:

1. not to use the Confidential Information except in accordance with the Project,
2. to safeguard Confidential Information against disclosure to others with the same degree of care as it exercises with its own confidential information of a similar nature; and
3. not to disclose Confidential Information to others (except to its employees, agents, or consultants who are bound to by a like obligation of confidentiality) without the express written permission of the Disclosing Party.

Except that the Receiving Party shall not be prevented from using or disclosing any Confidential Information:

- (a) which the Receiving Party can demonstrate by written records was previously known to it;
- (b) which is now, or becomes in the future, public knowledge other than through acts or omissions of the Receiving Party;
- (c) which is lawfully obtained by the Receiving Party from sources independent of the Disclosing Party;
- (d) which the Receiving Party can demonstrate was independently developed by employees of the Receiving Party; or
- (e) which is required by law or the action of a court of competent jurisdiction to be disclosed.

It is further agreed that the furnishing of Confidential Information shall not constitute any grant or license to the Receiving Party under any legal rights now or hereinafter held by the Disclosing Party.

The Disclosing Party shall notify the Receiving Party in writing of any Information disclosed under this Agreement that is subject to the U.S. Department of State International Traffic in Arms Regulations ("ITAR"), U.S. Department of Commerce Export Administration Regulations ("EAR") or any similar laws or regulations regarding the export of goods or technical data. The Receiving Party shall not apply for any export license without the prior consent of the Disclosing Party. The Disclosing Party will not disclose Confidential Information that is subject to such U.S. Export Control laws and regulations to the Receiving Party without: (a) providing the Export Control Classification Number, ITAR category or other legal identifier to the Receiving Party, and (b) receiving prior written confirmation from Receiving Party's authorized contracting officer that it is prepared to accept such restricted Confidential Information. Notwithstanding the above, the parties do not intend to transfer controlled Information under this Agreement.

This Agreement shall remain in effect for one year from the effective date unless extended by mutual agreement of the parties in writing. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party, provided, however, the confidentiality and non-use obligations of the Receiving Party under the terms of this Agreement shall remain in effect for five (5) years from the date hereof.

This Agreement shall be governed and construed in accordance with the laws of California.

**COMPANY**

By: \_\_\_\_\_  
(signature)  
Name: \_\_\_\_\_  
(please print)  
Title: \_\_\_\_\_

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA:**

By: \_\_\_\_\_  
(signature)  
Name: \_\_\_\_\_  
(please print)  
Title: \_\_\_\_\_