**MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT**

This Agreement is effective on the date of last signature ("Effective Date") by \_\_\_\_\_\_\_\_\_\_\_\_ (“Company”), having an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and The Regents of the University of California on behalf of its Riverside campus (“University”) having an address at 200 University Office Building, Riverside, CA 92521-0217.

This Agreement shall govern the conditions of disclosure by either party of certain confidential information relating to the subject matter in the area of , including without limitation such information relating to research, research plans and commercialization plans (all such confidential information to be referred to collectively herein as “CONFIDENTIAL INFORMATION”). CONFIDENTIAL INFORMATION disclosed pursuant to this Agreement shall be disclosed in writing, marked with a "CONFIDENTIAL" legend, or if first disclosed otherwise, within thirty (30) days it shall be reduced to writing, marked as "CONFIDENTIAL", and sent by one party (“DISCLOSING PARTY”) to the other party (“RECEIVING PARTY”). In the case where University is the RECEIVING PARTY, CONFIDENTIAL INFORMATION shall be disclosed solely to the University’s Principal Investigator, \_\_\_\_\_\_\_\_\_\_\_\_.

With regard to CONFIDENTIAL INFORMATION received from the DISCLOSING PARTY, the RECEIVING PARTY hereby agrees:

(1) not to use the CONFIDENTIAL INFORMATION except for the sole purpose of evaluating its interest in negotiating a commercial license agreement, a material transfer agreement or other funding or collaborative arrangement; and

(2) to safeguard the CONFIDENTIAL INFORMATION against disclosure to others with the same degree of care as it exercises with its own information of a similar nature; and

(3) not to disclose the CONFIDENTIAL INFORMATION to others, except to its employees, agents, or consultants who have a need to know for the purpose and are made aware of their obligations 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 of the CONFIDENTIAL INFORMATION

(a) which the RECEIVING PARTY can demonstrate by written records was previously known to it; or

(b) which at the time of disclosure is, or subsequently becomes, public knowledge other than through acts or omissions of the RECEIVING PARTY; or

(c) which is lawfully obtained by the RECEIVING PARTY from sources independent of the DISCLOSING PARTY; or

(d) which is independently developed by the RECEIVING PARTY or its representatives without the benefit of any disclosure from DISCLOSING PARTY and such independent development can be properly demonstrated by the RECEIVING PARTY or its representatives; or

( e) which is otherwise required to be disclosed by the RECEIVING PARTY due to law or judicial action.

This Agreement terminates one (1) year from the Effective Date, provided that, either party may terminate this Agreement at an earlier date upon thirty (30) days prior written notice, provided however, that the confidentiality and non-use obligations of each party under this Agreement shall survive and remain in effect until three (3) years from the Effective Date.

Nothing in this Agreement grants to either party by implication, estoppel, or otherwise any rights to the intellectual property of the other party, except as explicitly set forth herein.

This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document shall be deemed an original instrument, and all of such counterparts, together, shall constitute one and the same executed Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

COMPANY THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS RIVERSIDE CAMPUS

By: By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Misty Madero

Title: Pr. Contract & Grant Officer

Date: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_