

for reference only

*To establish a Mutual Nondisclosure Agreement at UC Berkeley, contact an Industry Alliances Office Contracting Officer for assistance.*

# MUTUAL NONDISCLOSURE AGREEMENT

In order to protect certain confidential information that may be exchanged between ("Company") and The Regents of the University of California, on behalf of its Berkeley campus ("Berkeley"), the parties to this Agreement hereby agree as follows:

1. The parties' primary technical contacts are:  
For \_\_\_\_\_:\_\_\_\_\_ For Berkeley:\_\_\_\_\_
2. The parties' primary contacts for contractual matters are:  
For \_\_\_\_\_:\_\_\_\_\_ For Berkeley: \_\_\_\_\_
3. A party receiving confidential information under this Agreement ("Recipient") will use the confidential information from the disclosing party ("Discloser") only for the purpose of discussing \_\_\_\_\_ in the field of \_\_\_\_\_ in order to \_\_\_\_\_ ("Purpose").
4. This term of this Agreement shall be from the date of last signature below through \_\_\_\_\_ ("Term").
5. A Recipient's duty to protect the confidential information under this Agreement expires three (3) years from expiration or termination of this Agreement.
6. A Recipient will protect the disclosed confidential information by using reasonable care to prevent the unauthorized use, dissemination or publication of the confidential information. Recipient will not disclose confidential information to any third party and will limit disclosure to those of its employees, students, staff, or agents with a need to know.
7. A Recipient will have a duty to protect only that confidential information that is (a) disclosed by the Discloser in writing and is marked as "confidential" at the time of disclosure, or that is (b) disclosed by the Discloser in any other manner, is identified as confidential at the time of disclosure and is also summarized and designated as confidential in a writing delivered to Recipient contact named in paragraph 1 above within fifteen (15) days of the disclosure.
8. This Agreement imposes no obligation upon a Recipient with respect to confidential information that (a) was in the Recipient's possession before the 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 from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient; or (f) is required to be disclosed by applicable law or regulation.

9. Either Recipient may decline to receive any information that he or she does not wish to receive from Discloser.
  
10. Company shall not transfer under this Agreement any export control-listed technology or technical data identified on any US export control list, including the Commerce Control List (CCL) at 15 CFR 774 and the US Munitions List (USML) at 22 CFR 121. In the event Company intends to provide Berkeley with export control-listed information, Company will inform Berkeley's contractual contact listed in Section 2 above beforehand in writing and shall indicate the CCL Export Control Classification Number related to the export control-listed information Company intends to disclose to Berkeley. Company agrees not to provide any export control-listed information to Berkeley, without the written agreement of Berkeley's contractual contact.
  
11. Neither party acquires any intellectual property rights under this Agreement except the limited right to the use set out in paragraph 3 above.
  
12. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.
  
13. This Agreement is made under, and will be construed according to, the laws of the State of California, USA.

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

Name:                      Name: \_\_\_\_\_

Title:                      Title: \_\_\_\_\_

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