

ONE-WAY CONFIDENTIAL DISCLOSURE AGREEMENT

This one-way confidential agreement (“Agreement”) is effective as of the date of the last signatory of this agreement (“Effective Date”), by and between _____, having a principal place of business at _____ (hereinafter referred to as “Recipient”), and The Regents of the University of California having its systemwide administrative offices at 1111 Franklin St., Oakland, California 94607, as represented by its Riverside campus having an address at University of California, Riverside, Research and Economic Development, 200 University Office Building, Riverside, CA 92521 (“The Regents”). This Agreement shall govern the conditions of disclosure by The Regents to Recipient of certain confidential information (“Proprietary Information”) relating to the “*Receptor for Identification of Arthropod Repellents*” developed by Dr. Anandasankar Ray of the University of California, Riverside (UC Case Number 2013-403). Proprietary Information can consist of information that is either oral or written or both.

With regard to Proprietary Information, Recipient hereby agrees:

1. not to use the information therein except for the sole purpose of evaluating its interest in obtaining a commercial license from The Regents;
2. to safeguard Proprietary Information against disclosure to others with the same degree of care as it exercises with its own data of a similar nature; and
3. not to disclose Proprietary Information to others (except to its employees, agents or consultants who are bound to Recipient by a like obligation of confidentiality) without the express written permission of The Regents, except that Recipient shall not be prevented from using or disclosing any of the Proprietary Information:
 - (a) which Recipient can demonstrate by written records was previously known to it;
 - (b) which can be demonstrated by written records is now, or becomes in the future, public knowledge other than through acts or omissions of Recipient;
 - (c) which can be demonstrated by written records is lawfully obtained by Recipient from sources independent of The Regents; or
 - (d) which is required to be disclosed by governmental rule, law, or regulation.

It is further agreed that the furnishing of Proprietary Information to Recipient shall not constitute any grant or license to Recipient under any legal rights now or hereinafter held by The Regents.

Either party may terminate this Agreement upon thirty (30) days' notice to the other party; provided, however, that the secrecy and non-use obligations of Recipient under the terms of this Agreement shall remain in effect for five (5) years from the date hereof.

The parties agree that this Agreement may be executed by facsimile and in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

RECIPIENT

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Signature: _____

Signature: _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____