

Symposium Confidentiality Agreement
Synthetic Biology Engineering Research Center (Synberc)

This Agreement is effective as of _____ (“Effective Date”) and is by and between the Regents of the University of California, whose legal address is 1111 Franklin Street, 12th Floor, Oakland, CA 94607-5200, USA, acting through the Industry Alliances Office of its Berkeley campus, 2150 Shattuck Avenue, 10th Floor, Berkeley, CA 94704-6701, USA (“Berkeley”) and _____, whose legal address is _____ (“Guest”).

Whereas, Berkeley leads the Synberc alliance of academic institutions, including Berkeley, the University of California at San Francisco, Harvard Medical School, Massachusetts Institute of Technology, Stanford University, and an extended network of affiliated academics (“Academic Partners”);

Whereas, Berkeley is authorized to enter into collaborative, confidentiality, and membership agreements on behalf of Academic Partners, but only in their limited relations to Synberc, and;

Whereas, Synberc will organize and convene a symposium from _____ to _____, wherein Synberc researchers engage in presentations and discussions with present and potential Synberc member companies, as well as previously authorized guests, including Guest (“Symposium”).

Now therefore, the parties agree as follows:

Article 1. Definitions and intent

- 1.1. Academic Partner(s) may present, during the Symposium, certain confidential information related to Synberc’s research activities, including but not limited to pre-publication information and proprietary information (“Confidential Information”).
- 1.2. The intent of this Agreement is to ensure that Academic Partner(s) are free and comfortable to share Confidential Information with attendees and Guest without concern as to Academic Partner(s)’s ability to publish, protect, and/or benefit from Academic Partner(s)’s Confidential Information due to such disclosure.
- 1.3. Confidential Information may be disclosed orally or in written form and need not be individually labeled confidential in order to form part of this Agreement.
- 1.4. Nothing in this Agreement shall be construed to limit Guest’s right to independently develop information, materials, technology, or other products or services for itself or for others that may compete with Academic Partner(s). Further, nothing shall be construed as a representation or inference by Guest that it has not already developed, or may be in the process of developing, or may have already received or acquired from third Parties, information similar to the Confidential Information to be disclosed by Academic Partner(s).

Article 2. Disclosure by Academic Partner(s)

- 2.1. Guest shall maintain Confidential Information in confidence for two (2) years from the date such Confidential Information is disclosed, even if this Agreement is no longer in place.
- 2.2. Guest agrees to safeguard Confidential Information against disclosure to third parties with the same degree of care as Guest exercises with its own data of a similar nature.
- 2.3. Guest must obtain express written permission from the Confidential Information’s owner prior to any disclosure to third parties, save as provided in clause 2.4. Guest is expected to consult with Berkeley to determine ownership of Confidential Information in the event that this clause is invoked.
- 2.4. If they are bound to Guest by a like obligation of non-disclosure, Guest (if a company) may disclose Confidential Information to its employees, agents, or Affiliated Companies. “Affiliated Companies” are companies controlled by or under common control by Guest or corporate parent of Guest. For such purpose the term “controlled” shall include (i) the ownership, direct or indirect control of at least fifty percent (50%) of the

voting stock of the other entity, or, in the absence of the ownership of at least fifty percent (50%), (ii) the power to, directly or indirectly, direct or cause the direction of the management and policies of such entity, as applicable.

- 2.5. Guest shall not be prevented from disclosing or using any Confidential Information which:
 - 2.5.1. Guest can demonstrate by written record was in its possession prior to receipt from the Confidential Information's owner without an obligation of non-disclosure;
 - 2.5.2. Guest can demonstrate was developed independently, without respect to Confidential Information;
 - 2.5.3. Guest lawfully obtained from sources independent from the Confidential Information's owner;
 - 2.5.4. Is now, or becomes in the future, public knowledge other than through acts or omissions of Guest;
 - 2.5.5. Is required to be disclosed by Guest to comply with applicable laws, a court order, or governmental regulations, in which case Guest will notify Berkeley with sufficient notice to allow Berkeley to limit such disclosure as Berkeley determines is possible and suitable.
- 2.6. The furnishing of Confidential Information to Guest shall not constitute any grant or license to Guest under any legal rights now or hereinafter held by any Academic Partner(s).

Article 3. Disclosure by Guest

- 3.1. During the course of the activities contemplated hereby, there may be circumstances where it may be useful for Guest to provide confidential information. Such disclosures shall be provided pursuant to a separate non-disclosure agreement executed between Guest and the relevant Academic Partner and are not part of this Agreement.

Article 4. General provisions

- 4.1. The parties do not intend that any agency or partnership relationship be created between them by this Agreement. No party has any further obligation hereunder to transact any business whatsoever with another party.
- 4.2. This Agreement is made under and shall be construed according to the laws of the State of California, excluding its conflict of law provisions.
- 4.3. This Agreement sets forth the entire understanding between the parties and supersedes all prior discussion between them regarding the exchange of Confidential Information in connection with the Symposium as defined herein.

Guest (company or individual)

Regents of the University of California

Signature

Signature

Printed name

Printed name

Title

Title

Date

Date