

OTC Case Number _____

CONFIDENTIAL DISCLOSURE AGREEMENT
between
The University of Texas Health Science Center at San Antonio
and

This confidential disclosure agreement ("Agreement") is between The University of Texas Health Science Center at San Antonio, an institution of The University of Texas System with offices at 7703 Floyd Curl Drive, San Antonio, Texas, 78229-3900 ("University"), and _____, located at Address ("Recipient").

Background

1. University is in rightful possession of certain confidential information. For purposes of this Agreement, "Confidential Information" means all information, in whatever form or manner presented that relates to:
"_____",
OTC Case No. _____ ("Confidential Information").
2. Recipient desires to receive Confidential Information solely to:

("Purpose").

Terms

1. This Agreement becomes effective on _____ ("Effective Date") and will terminate on _____ ("Termination Date") unless a time extension or modification is mutually agreed upon in writing between the parties.
2. University, through its employees or agents, may disclose Confidential Information to Recipient.
3. Recipient may not disclose Confidential Information to any other party except those employees as may be necessary for the Purpose.
4. Recipient agrees to use Confidential Information solely for the Purpose.
5. Confidential Information disclosed in writing shall be marked "Confidential", and all oral disclosures of Confidential Information shall be declared to be confidential at the time of disclosure and, if requested by Recipient, reduced to writing within thirty (30) days after such disclosure.
6. Information received from University under this Agreement will not be considered Confidential Information if it:
 - a. is a part of the public domain prior to the Effective Date;

- b. enters the public domain after the Effective Date not due to some unauthorized act by or omission of Recipient;
 - c. is developed by Recipient independently without access to or use of Confidential Information;
 - d. is disclosed to Recipient by a third party who has a right to make such disclosure;
 - e. is information which was already in Recipient's possession prior to the time of disclosure as evidenced by written records kept in the ordinary course of business or by proof of actual use thereof; or
 - f. is required to be disclosed by law, court order, or government regulation.
7. Recipient's duty of confidentiality shall survive for three (3) years from the date a particular item of Confidential Information is first received by Recipient even if that three-year anniversary falls after the Termination Date.
8. Recipient shall take such care to preserve the confidentiality of Confidential Information as it would if the Confidential Information had been developed by Recipient and were to have been retained in confidence by Recipient, but no less than a reasonable level of care.
9. Upon termination of this Agreement, Recipient shall return to University all written material; provided, however, one copy of such material may be retained by the Recipient in the office of its legal counsel to preserve a record of the same.
10. The validity and interpretation of this Agreement, and any legal relations of the parties to it, shall be governed by the laws of the State of Texas.

This agreement shall be effective when signed below or in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

For the University

By: _____
John Gebhard, Ph.D.
Senior Executive Director
Office of Technology Commercialization

For the Recipient

By: _____
Name: _____
Title: _____