

CONFIDENTIAL DISCLOSURE AND LIMITED USE AGREEMENT
between
The University of Texas Southwestern Medical Center at Dallas
and

This Agreement (“AGREEMENT”) is made this _____ day of _____, 20__ (“EFFECTIVE DATE”), between The University of Texas Southwestern Medical Center at Dallas, located at 5323 Harry Hines Boulevard, Dallas, Texas 75390 (“UT SOUTHWESTERN”), a state institution of higher education established under the laws of the State of Texas as a component of The University of Texas System (“SYSTEM”) and _____, located at _____ (“RECIPIENT”).

RECITALS:

- A. SYSTEM is the owner of technology related to _____ (“TECHNOLOGY”).
- B. SYSTEM’S TECHNOLOGY is not public knowledge and is secret and will be disclosed to RECIPIENT by UT SOUTHWESTERN for and on behalf of SYSTEM only under the terms of this AGREEMENT.
- C. Both parties to this AGREEMENT consider it desirable for RECIPIENT to evaluate SYSTEM’S TECHNOLOGY.
- D. RECIPIENT is willing to receive from UT SOUTHWESTERN for evaluation purposes only for possible licensing, confidential scientific and technical information and data regarding TECHNOLOGY, which may include patent applications (such information and data taken together with any information derived therefrom or from any samples of TECHNOLOGY provided, hereinafter referred to as “INFORMATION”).

ACCORDINGLY, UT SOUTHWESTERN & RECIPIENT AGREE AS FOLLOWS:

- 1. RECIPIENT shall treat INFORMATION received from UT SOUTHWESTERN as confidential and the exclusive property of SYSTEM, and agrees not to disclose such INFORMATION or any part thereof to any third party for a period of five (5) years from EFFECTIVE DATE, except for evaluation purposes contemplated by this AGREEMENT, without first obtaining the prior written consent of UT SOUTHWESTERN.
- 2. For a period of five (5) years from EFFECTIVE DATE, RECIPIENT agrees that INFORMATION received from UT SOUTHWESTERN shall be used only for the evaluation purposes contemplated by this AGREEMENT and shall not be used for any other purposes without the prior written consent of UT SOUTHWESTERN or until further licensing agreement is concluded between the parties concerning the use of INFORMATION. Upon UT SOUTHWESTERN’S request, detailed results of any such evaluation shall be made available in written form by RECIPIENT.

3. RECIPIENT further agrees to take all practicable steps to ensure that INFORMATION and any information derived therefrom shall not be used by its officers, employees or agents, except on like terms of confidentiality as aforesaid, and that it shall be kept fully private and confidential by them with the same diligence given their own. However, RECIPIENT may disclose INFORMATION to any employees and/or agents who need to know of INFORMATION for purpose of assisting RECIPIENT in making an evaluation of INFORMATION, provided that such employees and/or agents shall have agreed in writing to be bound by terms of this AGREEMENT or have entered into an agreement of similar scope and obligations with RECIPIENT to protect and limit the use of INFORMATION.
4. The above provisions of confidentiality shall not apply to that part of the INFORMATION which RECIPIENT is clearly able to demonstrate:
 - a. was in the public domain at the time of disclosure;
 - b. later became part of the public domain through no act or omission of RECIPIENT, its employees, agents, successors or assigns;
 - c. was lawfully disclosed to RECIPIENT by a third party having the right to disclose it;
 - d. was already known by RECIPIENT at the time of disclosure;
 - e. was independently developed by RECIPIENT without reference to INFORMATION; or
 - f. is required to be disclosed for compliance with applicable law, government regulation or court order; however, RECIPIENT must give UT SOUTHWESTERN prompt, advance notice of its need to disclose and agrees to cooperate with UT SOUTHWESTERN in an effort to narrow or avoid such disclosure, obtain an available protective order, or the like.
5. Confidential INFORMATION shall not be deemed to be available to the public or be in RECIPIENT'S possession merely because INFORMATION:
 - a. includes information that falls within an area of general knowledge available to the public or to RECIPIENT (i.e. it does not include the specific INFORMATION provided by UT SOUTHWESTERN); or
 - b. can be reconstructed in hindsight from a combination of information from multiple sources that are available to the public or RECIPIENT, if none of those sources actually teaches or suggests the entire combination, together with its meaning and importance.
6. RECIPIENT agrees that, at UT SOUTHWESTERN'S written request, RECIPIENT shall return to UT SOUTHWESTERN any and all INFORMATION, if in a form suitable to be returned, within thirty (30) days after the request. However, RECIPIENT is permitted to retain one copy within its legal files for the purpose of monitoring compliance with this AGREEMENT.
7. Nothing herein contained shall be deemed to grant any rights or licenses under any patents or patent applications or under any know-how, technology or inventions related to INFORMATION. INFORMATION shall at all times remain the sole property of UT SOUTHWESTERN.
8. In the event of a breach or threatened breach or intended breach of this AGREEMENT by RECIPIENT, UT SOUTHWESTERN, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

9. The parties' rights and obligations under this AGREEMENT may not be sold, assigned, or otherwise transferred.
10. The validity and interpretation of this AGREEMENT, and legal relations of the parties to it, shall be governed by the laws of the State of Texas.

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER
AT DALLAS

RECIPIENT

By _____
Dennis K. Stone, M.D.
Vice President for Technology Development

By _____
Name: _____
Title: _____

Date _____

Date _____