



## Non-Disclosure Agreement

This Confidential Disclosure Agreement, is made by and between the Salk Institute for Biological Studies (hereafter “Salk”), a California not-for-profit corporation having its principal offices at 10010 North Torrey Pines Road, La Jolla, California 92037; and the supplier named below including its employees, affiliates and agents (hereafter the “Company”).

WHEREAS, Salk has certain Confidential Information as defined herein, and is willing to disclose such information to Company on the terms contained herein; and

WHEREAS, the Company is interested in examining and evaluating such information in order to respond to Salk requests for quotes, information or proposals for Salk to consider without obligation;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree to the following terms and conditions.

1. Definitions.

(a) “Confidential Information” means any information disclosed by Salk to Company, regardless of the form or manner of disclosure, that is clearly identified as “confidential” at the time of disclosure or if not identified as “confidential” would be understood to be confidential by its nature, which information may include without limitation memoranda, documents (including electronic files, records, drawings, manuals and disks (including any copies, notes or memoranda made by the Company)), data, oral or visual presentations, inventions, procedures, discoveries, patent applications, improvements, knowledge, specifications, drawings, diagrams, business information or ideas described therein which are not generally known to those in the industry to which the information pertains or which would otherwise qualify as a trade secret (as defined by the Uniform Trade Secrets Act) or other materials transmitted or otherwise disclosed by Salk to Company. However, Confidential Information does not include any information that the Company can prove by clear and convincing evidence: (i) Company lawfully obtained or knew of prior to Salk’s first disclosure to Company; (ii) has been or is legally obtained by the Company from a source independent of Salk; (iii) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Company; or (iv) is independently developed by the Company without reliance in any way on the Confidential Information, as evidenced by the Company’s written records.

(b) “Authorized Use” means use solely by Company to create a quote, provide information or submit a business proposal for Salk to consider without obligation to enter into a business relationship with Company.

2. Limited Use. Company acknowledges that it is to be given access to the Confidential Information only for purposes of Authorized Use. Company agrees that it will not: (i) directly or indirectly utilize the Confidential Information in its business; (ii) manufacture and/or sell any product that is based in whole or in part on the Confidential Information, or otherwise commercially exploit the Confidential

Information; (iii) modify the Confidential Information, or any copy or portion thereof; or (iv) disclose the Confidential Information to any third party. Company shall limit its disclosure of the Confidential

Information to employees within its own organization that have a legitimate need to receive such Confidential Information in order to accomplish the Authorized Use.

3. Proprietary Protection. Salk shall have sole and exclusive ownership of all right, title and interest in and to the Confidential Information, including ownership of all patent rights, copyrights, trademarks and trade secret rights in and to same, and Company is subject only to the rights and privileges expressly granted by Salk hereunder.

The Confidential Information includes valuable trade secrets belonging to Salk. Company acknowledges that, in the event of any breach of this Agreement, Salk will not have an adequate remedy in money or damages. Salk therefore shall be entitled in the event of breach to obtain an injunction against Company's further breach from any court of competent jurisdiction immediately upon request. Salk's right to obtain such relief shall not limit its right to obtain monetary damages or other legal remedy or relief.

4. Term and Termination. The restrictions and confidentiality obligations contained in this Agreement shall remain in effect for five (5) years from the date entered below. At the completion of the Authorized Use, or after one (1) year, whichever is earlier, Company shall return all Confidential Information to Salk, except that one copy of said Confidential Information may be retained by Company for the sole purpose of ensuring compliance with the confidentiality obligations contained herein.

5. General. This Agreement has been made under and shall be governed by, interpreted and enforced in accordance with the laws of the State of California, without regard to the conflicts of laws rules thereof. All disputes hereunder shall be resolved in the applicable state or federal courts in San Diego, California and the parties hereby consent to the jurisdiction and venue of same. Company may not sell, transfer, or assign any right or obligation hereunder without the prior written consent of Salk. Nothing herein shall be considered to require Salk to provide any particular item or quantity of Confidential Information to Company.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the latest date set forth below.

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

Signature: \_\_\_\_\_

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

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

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