



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 (hereafter the "Contractor").

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

WHEREAS, the Contractor 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.

1.1. "Confidential Information" means any information disclosed by or on behalf of Contractor to Salk, or by Salk to Contractor, regardless of the form or manner of disclosure, provided that such information is clearly identified as "confidential" at the time of disclosure, 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 receiving party)), 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 Contractor (and its employees) to Salk, or by Salk (and its respective employees) to Contractor. However, Confidential Information does not include any information that: (i) has been or is legally obtained by the receiving party from a source independent of the disclosing party; (ii) is or becomes generally available to the industry to which the information pertains other than as a result of an unauthorized disclosure by the receiving party or its personnel; or (iii) is independently developed by the receiving party without reliance in any way on the Confidential Information, as evidenced by such party's written records.

1.2. "Authorized Use" means use solely by Contractor to create a quote, provide information and/or submit a business proposal for Salk to consider without obligation to enter into a business relationship with Contractor.

2. Limited Use. Contractor acknowledges that it is to be given access to the Confidential Information only for purposes of Authorized Use. Contractor 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; and/or (iv) disclose the Confidential Information to any third party. Contractor 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, subject only to the rights and privileges expressly granted by Salk hereunder. The Confidential Information includes valuable trade secrets belonging to Salk. Contractor 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 Contractor'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, Contractor shall return all Confidential Information to Salk, except that one copy of said Confidential Information may be retained by Contractor for the sole purpose of ensuring compliance with the confidentiality obligations contained herein.
5. General. This Confidential Disclosure Agreement contains the entire agreement and understanding by and between parties with respect to the subject matter hereof, and no representations, promises, agreements or understandings, written or oral, not herein contained will be of any force or effect. 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. Contractor 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 Contractor. No change or modification hereof will be valid or binding unless the same is in writing and signed by the Party intended to be bound. The provisions of this Agreement are deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof do not affect the validity and enforceability of the other provisions hereof. This Agreement may be executed electronically, scanned and transmitted in two or more counterparts, each of which will be deemed an original, but all of which together constitutes one and the same instrument, having the same legal effect as original signatures.

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

Contractor Name: _____

Signature _____

Printed Name: _____

Title: _____

Date: _____