Berkeley Sensor & Actuator Center (“BSAC”) CONFIDENTIALITY AGREEMENT
For non-UC employee with access to BSAC prepublication data ("Participant")

1. Participant will, by virtue of access to IAB/research reviews and/or by virtue of receipt of materials from these reviews and/or by virtue of interactions with BSAC personnel that include disclosure of nonpublic information, have access to certain Prepublication Information ("Data") which rightfully belongs to the University of California ("California") and which is related to the research activities of BSAC. As used herein, Prepublication Information means yet-to-be published or yet-to-be-patented research activities and results that are clearly marked or identified as Prepublication Data. If disclosed verbally, the Prepublication Data must be identified in writing by disclosing party within seven days.

2. Participant will, except as provided below, maintain California’s Data in confidence for one year from the date such Data is disclosed.

3. With regard to Data, Participant agrees:
   a. to safeguard Data against disclosure to others with the same degree of care as it exercises with its own data of similar nature; and
   b. not to disclose Data to others (except to others who are bound to California or to Participant by a like obligation of confidentiality) without express written permission of California except that Participant shall not be prevented from using or disclosing any of the Data which:
      i. Participant can demonstrate by written record was in its possession prior to receipt from California;
      ii. Is now, or becomes in the future, public knowledge other than through acts or omissions of Participant;
      iii. Participant can demonstrate was developed independently, without reference to Data.
      iv. Is Data which was developed by Participant as part of their California research and which is disclosed in accordance with California policies and with permission of Participant’s California advisor.
      v. Is lawfully obtained by Participant from sources independent of California; or
      vi. Is required to be disclosed by operation law, provided that California has received advanced written notice of the proposed disclosure by the Participant.

4. It is agreed that the furnishing of Data to Participant will not in itself constitute any grant or license to Participant under any legal rights now or hereinafter held by California.

___________________________________  John Huggins (for Michael Cohen)  
Participant               California

___________________________________  _______________________
Signature     Date  Signature    Date

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