

Item 9.

**Confidentiality Information and Sample
Paragraphs/Provisions**

1. CONFIDENTIAL INFORMATION

[This provision contains all of the important clauses, though there are others that could be added: it is mutual, requires reasonable efforts, is limited to a specified number of years, only applies to information marked confidential, and contains all of the standard exclusions.]

1.1 To the extent authorized by the law, the parties may wish, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other ("Confidential Information"). Each party will use reasonable efforts to prevent the disclosure of any of the other party's Confidential Information to third parties for a period of three (3) years after the termination of this Agreement, provided that the recipient party's obligation shall not apply to information that:

- a. is not disclosed in writing or reduced to writing and so marked with an appropriate confidentiality legend within thirty (30) days of disclosure;
- b. is already in the recipient party's possession at the time of disclosure thereof;
- c. is or later becomes part of the public domain through no fault of the recipient party;
- d. is received from a third party having no obligations of confidentiality to the disclosing party;
- e. is independently developed by the recipient party; or
- f. is required by law or regulation to be disclosed.

1.2 In the event that information is required to be disclosed pursuant to subsection f. and to the extent authorized by the law, the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

2. PUBLICATION AND CONFIDENTIALITY

[This provision is appropriate for use in a transaction where the parties do not contemplate the exchange of much confidential information. If Sponsor wants more detail, be sure that the core elements of Provision 1 above are included in the final version.]

2.1 Each party shall hold in confidence for three (3) years after the termination of this Agreement any confidential information identified as confidential and obtained from the other party during the course of this Study. Nothing herein, however, shall prevent Institution or any other component of System from using any information generated hereunder for ordinary research and educational purposes of a university.

Intellectual Property Section Homepage



University of Texas System Office of General Counsel

*Comments to gharper@utsystem.edu
Last updated: July 2, 2002*
