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(No Grantback)
DRAFT

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TAIR
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260 Panama Street

Stanford, CA 94305

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a) YOU HAVE READ THIS ENTIRE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS;

b) THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING AND CONTRACT BETWEEN US AND SUPERSEDES ANY AND ALL PRIOR ORAL OR WRITTEN COMMUNICATIONS RELATING TO THE SUBJECT MATTER HEREOF;

AND

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ACCEPTED

USER _____

BY: _____

Name: _____

Title: _____

Date: _____

CONFIDENTIAL NON-DISCLOSURE AGREEMENT
EXHIBIT A

This Agreement, entered into between The Arabidopsis Information Resource (TAIR) (hereinafter referred to as "Discloser"), and _____, (hereinafter referred to as "Disclosee") on the _____ day of _____, 20____, sets forth the terms and conditions for the disclosure of proprietary and confidential information by Discloser to Disclosee.

1. Discloser is the owner of proprietary and confidential information connected with and related to certain software and related documentation, which information Disclosee agrees to receive and hold in confidence for Disclosee's internal purposes.
2. For purposes of this Agreement, proprietary and confidential information shall include all software in source code form, and related documentation which Discloser shall disclose or make available to Disclosee, or which Disclosee shall observe or learn in connection with or during any visits or tours of Discloser's offices and facilities and during discussions with Discloser's representatives, except for any information which:
 - a. Was already known to the Disclosee at the time of disclosure by Discloser;
 - b. Was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Disclosee;
 - c. Became generally available to the public after its disclosure other than through any act or omission of the Disclosee;
 - d. Was subsequently lawfully disclosed to the Disclosee
 - e. Is ordered disclosed by a court of competent jurisdiction;
 - f. Can be shown to have been independently developed by employee(s) of the Disclosee who have had no access to the proprietary and confidential information.
3. Disclosee shall not disclose any proprietary and confidential information to any other person without first obtaining the written consent of Discloser, nor shall Disclosee copy or record the proprietary and confidential information disclosed hereunder by any mechanical or other means, except to the extent permitted under the Source Code License and Confidentiality Agreement, to which this Exhibit A is attached.
4. In the event of a material breach of this Agreement, and upon the request of Discloser, all confidential and proprietary information made available to or acquired by Disclosee shall be immediately destroyed or returned to Discloser.

Accepted:

Disclosee: _____

By: _____

Name: _____

Title: _____