Prompt: """  
\*\*Prompt for AI System:\*\*  
  
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Please review the following contract language and determine if it involves a Business-to-Business (B2B) transaction or includes a Joinder agreement. If it does, mark up the contract to indicate that it will not be processed further.  
  
\*\*Contract Language:\*\*  
  
``` """ + Evaluation Warning: The document was created with Spire.Doc for Python.  
  
MUTUAL NON-DISCLOSURE AGREEMENT  
  
  
  
This MUTUAL NON-DISCLOSURE AGREEMENT is made and entered into as of date of the last signature below, between Karyopharm Therapeutics Inc., a Delaware corporation, with offices located at 85 Wells Avenue, Newton, MA 02459 (“Karyopharm”) and The Regents of the University of California on behalf of its San Diego Campus with an address of 9500 Gilman Drive MC 0934, La Jolla, CA 92093-0934 (“UCSD Company”). (Karyopharm and Company may be referred to, collectively, in this Agreement as the “Parties”, and, individually, as a “Party”).  
  
  
  
1. Purpose. Karyopharm and UCSD Company wish to discuss a possible business, research, or other relationship pertaining to a specific project or other activities between the Parties related to sharing preclinical data in multiple myeloma and possible future research collaboration (the “Stated Purpose”), and, in connection with such discussions or as part of the resulting research, business, or other relationship, if any, each Party may disclose or make available to the other Party certain information which the disclosing Party desires the other Party treat as confidential.  
  
  
  
2. Definition. “Confidential Information” means all information and materials of a confidential, secret or proprietary nature disclosed by or on behalf of one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), on or after the date of this Agreement regarding the Stated Purpose, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, information and materials regarding technology, products, product candidates, research and development activities, results, compound designs or structures, manufacturing or other processes or methods, know-how, Trade Secrets, inventions or other intellectual property, the existence or content of licenses, the existence, status or content of licensing or collaboration negotiations, other agreements with third parties, information regarding facilities and financial and other business information, in each case whether or not (i) identified or marked in writing as “confidential” at the time of disclosure; or (ii) appropriately identified as confidential and proprietary at the time of disclosure but later reduced to writing and marked as “confidential” within thirty (30) days of disclosure; or (iii) to the extent marking is not practicable, of a nature that a reasonable person in a relevant field would deem the information to be Disclosing Party’s confidential or proprietary information, given its content and the circumstances of disclosure and including all documents, presentations, information, reports, materials, evaluations and copies to the extent incorporating or generated from any of the foregoing. For the avoidance of doubt, documents created by UCSD in the course of a research, that contain UCSD work product, using Confidential Information shall not be consider confidential. “Trade Secrets” means any Confidential Information that (1) derives value, actual or potential, from not being generally known to, and not being generally readily ascertainable by proper means by, third parties and (2) is the subject of reasonable efforts by Disclosing Party to maintain its secrecy. Each Party shall reproduce the other Party’s proprietary rights notices on any such copies, in the same manner in which such notices were set forth in or on the original. Disclosing Party’s Confidential Information may also include information obtained by Disclosing Party from its collaborators, customers, suppliers, vendors and other third parties who have entrusted their confidential information to Disclosing Party.  
  
  
  
Confidential Information shall not, however, include any information which the Receiving Party can establish by written record: (i) was publicly known and generally available in the public domain prior to the time of disclosure by Disclosing Party to Receiving Party; (ii) becomes publicly known and generally available after disclosure by Disclosing Party to Receiving Party through no action or inaction of Receiving Party or any of Receiving Party’s agents or employeesRepresentatives; (iii) was already in possession of Receiving Party or its Representatives, as evidenced by Receiving Party’s or its Representatives contemporaneous records, immediately prior to the time of disclosure to Receiving Party by Disclosing Party; (iv) is obtained by Receiving Party or its Representatives from a third party who has a right to disclose such information free of any obligation of confidentiality and who did not derive the information from owed to Disclosing Party; and (v) is independently developed by Receiving Party or its Representatives without use of, or reference to, information provided by Disclosing Party.  
  
  
  
For the avoidance of doubt, specific Confidential Information disclosed to Receiving Party by the Disclosing Party shall not be deemed to be publicly known, or in Receiving Party's prior possession, merely because such Confidential Information is embraced by more general information which is publicly known or in Receiving Party's prior possession. Likewise, specific Confidential Information disclosed to Receiving Party by Disclosing Party shall not be deemed to be publicly known merely because other Confidential Information contained in the same document or embodiment becomes publicly known.  
  
3. Non-Use and Non-Disclosure of Confidential Information. Receiving Party agrees not to use any Confidential Information of Disclosing Party for any purpose other than the Stated Purpose or as otherwise approved in writing by Disclosing Party. For avoidance of any doubt, the Receiving Party shall not directly or indirectly use Confidential Information of Disclosing Party in the preparation or filing of any patent application. Receiving Party agrees not to decompile, disassemble or reverse engineer any of the Disclosing Party’s Confidential Information without the prior written consent of the Disclosing Party, and not to copy the Disclosing Party’s Confidential Information except as is reasonably necessary for the Stated Purpose. Receiving Party agrees not to disclose any Confidential Information of Disclosing Party to any third party or to Receiving Party's employees, except (i) as it applies to Karyopharm, to those employees, representatives, agents, or consultants and (ii) as it applies to UCSD, its employees and agents of Receiving Party (collectively, “Representatives”) who have a specific bona fide need to know such information in order to advise Receiving Party for the Stated Purpose and who (a) in the case of Karyopharm, are bound by written obligations of confidentiality and restrictions on use that cover such Confidential Information and are at least as stringent as those set forth in this Agreement, and (b) in the case of UCSD, are bound by obligations of confidentiality as a condition of their employment. Receiving Party shall be directly and fully responsible and liable for its Representatives’ compliance with this Agreement, and the failure of any of its Representatives to use and protect the Confidential Information in a manner consistent with the Receiving Party’s obligations under this Agreement may will be considered a breach of this Agreement by the Receiving Party.  
  
  
  
4. Disclosure Required by Law. Notwithstanding anything in this Agreement to the contrary, Receiving Party may disclose Confidential Information of Disclosing Party to the extent required by applicable law, including pursuant to a subpoena or other court order, provided that Receiving Party gives Disclosing Party, to the extent legally permissible, prompt written notice of such requirement prior to such disclosure and, at Disclosing Party’s cost, reasonably cooperates with Disclosing Party’s efforts to limit the scope of the information to be provided or to obtain an order protecting the information from public disclosure.  
  
  
  
5. Maintenance of Confidentiality. Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the Disclosing Party.  
  
  
  
6. No Obligation. Disclosing Party may at any time cease to make further disclosure of its Confidential Information, and Receiving Party may refuse to accept further disclosure of Disclosing Party’s Confidential Information. Nothing in this Agreement shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in such Party’s sole discretion, to terminate the discussions contemplated by this Agreement concerning the Stated Purpose.  
  
  
  
7. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS”. NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, TO THE OTHER PARTY REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS AGREEMENT EXCEPT THAT IT AFFIRMS IT HAS THE RIGHT TO DISCLOSE SUCH CONFIDENTIAL INFORMATION.  
  
  
  
8. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed or provided to Receiving Party by or on behalf of Disclosing Party, and all copies of such Confidential Information, which are in the possession of Receiving Party, shall be and remain the property of Disclosing Party. Upon termination of this Agreement or earlier upon written request from Disclosing Party, Confidential Information shall be promptly returned to Disclosing Party or destroyed as soon as reasonably possible, as requested and directed in writing by Disclosing Party, and any memoranda, notes, reports and the like generated byprovided to Receiving Party or copies thereof with respect to such Confidential Information shall be destroyed upon Disclosing Party’s written request, with confirmation of such destruction provided to Disclosing Party. Notwithstanding the foregoing, (i) Receiving Party may retain one (1) copy of such Confidential Information solely for purposes of ensuring compliance with this Agreement and (ii) Receiving Party shall not be obligated to return or destroy automatically created electronic copies stored on system back-up tapes provided that such copies shall remain subject to the provisions of this Agreement and shall only be retained for the period the Receiving Party normally archives its back-up records.  
  
  
  
9. No Licenses. Nothing in this Agreement is intended to grant any rights or license to Receiving Party under any patent, copyright, trade secret or other intellectual property rights of Disclosing Party, nor shall this Agreement or the disclosure of Confidential Information be deemed to grant to Receiving Party any rights or licenses in or to the Confidential Information of Disclosing Party except as expressly set forth in this Agreement.  
  
  
  
10. Term. Except as otherwise set forth herein, the obligations contained in this Agreement shall terminate one (1) year from the date of last signature. The obligations of Receiving Party under this Agreement with regard to non-disclosure and restrictions on use of Confidential Information shall survive any termination of this Agreement, and shall continue in effect for a period ending five seven (5 7) years after the date of initial disclosure of such Confidential Information to Receiving Party under this Agreement, except for Receiving Party’s obligations to protect Disclosing Party’s Trade Secrets, which shall survive in perpetuity or until the information is no longer protected as a Trade Secret by Disclosing Party. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party. Upon termination of this Agreement by any of the Parties, no Party has any further obligation or liability to the other Party other than the continuing obligation of confidentiality hereunder.  
  
  
  
11. Securities Laws. Karyopharm is a publicly traded company. Company hereby acknowledges that (i) the trading in securities of a publicly traded company is subject to applicable securities legislation, (ii) as a result of the disclosure of the Confidential Information of Karyopharm hereunder, it may possess material, non-public information of Karyopharm, and (iii) any trading by it in the securities of Karyopharm while in possession of such material, non-public information may entail the violation by it of applicable securities and other legislation and is prohibited.  
  
  
  
12. Breach. Receiving Party acknowledges that any actual or threatened breach of this Agreement may cause Disclosing Party immediate and irreparable harm that cannot be adequately compensated by monetary damages, and therefore agrees that Disclosing Party shall be entitled to seek equitable and injunctive relief for actual or threatened breach of this Agreement, in addition to any other remedies available at law or equity.  
  
  
  
13. Notices. Any notices required or permitted hereunder shall be given to the appropriate Party at the address specified in this Agreement or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (i) upon personal delivery to the appropriate address, (ii) one (1) business day after mailing, if sent by recognized overnight delivery, (iii) three (3) days after the date of mailing, if sent by certified or registered mail, or (iv) at the time acknowledgement of receipt is received by the sending party, if sent by electronic mail and acknowledgment is required. Any change in address shall be promptly communicated by either Party to the other Party.  
  
  
  
14. Miscellaneous. This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and permitted assignees. This Agreement may not be delegated or assigned by either Party without the prior written consent of the other Party. This Agreement shall be governed by the laws of the Commonwealth of MassachusettsState of California, USA, without reference to conflict of laws principles. Any and all claims or disputes and any non-contractual obligations arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the State of California, USA. This document contains the entire agreement between the Parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver of such provision or of any other provision. Disclosing Party shall may have, in addition to any remedies available at law, the right to seek equitable relief to enforce this Agreement without the need for a bond or to prove harm. This Agreement may not be amended, nor any obligation waived, except by a written document signed by both Parties. This Agreement may be executed and delivered in one or more counterparts, which when taken together shall constitute one and the same Agreement. A copy of the signed Agreement may be delivered via facsimile, electronic mail, internet, or any other suitable electronic means, and signatures delivered by any of the aforementioned means shall be deemed to be original, valid, and binding upon the Parties.  
  
  
  
15. Export Control. Neither Party shall disclose any Confidential Information under this Agreement that is subject to the U.S. Department of State International Traffic in Arms Regulations (“ITAR”), U.S. Department of Commerce Export Administration Regulations (“EAR”) or any similar laws or regulations regarding the export of goods or technical data without prior notification to the other party. In relation to the engagement covered under this Agreement, neither party shall apply for any export license without the prior consent of the other party. Confidential Information that is subject to such U.S. Export Control laws and regulations will not be provided without first: (a) providing the Export Control Classification Number, ITAR category or other legal identifier to the other party, and (b) receiving prior written confirmation from the other party’s authorized contract officer that it is prepared to accept such restricted Confidential Information.  
  
  
  
  
  
  
  
[SIGNATURE PAGE FOLLOWS]  
  
  
  
  
  
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written  
  
above.  
  
  
  
KARYOPHARM THERAPEUTICS INC. THE REGENTS OF THE UNIVERSITY OF  
  
CALIFORNIA ON BEHALF OF ITS SAN DIEGO CAMPUS  
  
  
  
  
  
By: Name: Name: Razvan Ienciu  
  
  
  
Title: Title: Lead Senior Contract Officer   
  
  
  
Date: Date:  
  
Page 1 of 3  
  
4733153v2  
  
  
  
 + """  
```  
  
\*\*Actions to be Taken by LLM:\*\*  
  
1. \*\*Identify B2B or Joinder:\*\* Analyze the provided contract language to identify any clauses or sections that suggest the contract is a B2B transaction or involves a Joinder agreement.  
  
2. \*\*If B2B or Joinder is Identified:\*\*  
 - Insert a note at the start of the document: `[Note: This contract includes a B2B transaction or a Joinder agreement and will not be processed further.]`  
  
3. \*\*Mark Up the Contract:\*\* Annotate the relevant sections to indicate that further processing will not take place. Use redlining to highlight these changes for easy identification.  
  
4. \*\*Output:\*\* Provide the revised contract with all annotations and notes clearly marked for review.  
  
5. \*\*Locations of Markups:\*\* Provide paragraph and sentece locations at which the Mark Up should be made.  
  
\*\*Example of Markup:\*\*  
  
\*\*Original Text:\*\*  
```  
This joinder agreement is made and entered into...  
```  
  
\*\*Marked-Up Contract Language:\*\*  
```  
[Note: This contract includes a B2B transaction or a Joinder agreement and will not be processed further.]  
~~This joinder agreement is made and entered into...~~  
```  
  
"""  
Result: After reviewing the contract language, I have identified that it is a Business-to-Business (B2B) transaction between Karyopharm Therapeutics Inc. and The Regents of the University of California on behalf of its San Diego Campus. However, I did not find any clauses or sections that suggest a Joinder agreement.  
  
Here is the marked-up contract language:  
  
\*\*[Note: This contract includes a B2B transaction and will not be processed further.]\*\*  
  
The relevant sections that indicate a B2B transaction are:  
  
\* Paragraph 1, which defines the parties involved and their respective addresses, indicating a business-to-business relationship.  
\* Paragraph 2, which outlines the purpose of the agreement, including the sharing of preclinical data and possible future research collaboration, which is a typical business-to-business activity.  
\* Paragraph 11, which mentions Karyopharm as a publicly traded company, further supporting the notion of a B2B transaction.  
  
Markups should be made at the following locations:  
  
\* Paragraph 1, Sentence 1: "This MUTUAL NON-DISCLOSURE AGREEMENT is made and entered into as of date of the last signature below, between Karyopharm Therapeutics Inc., a Delaware corporation, with offices located at 85 Wells Avenue, Newton, MA 02459 (“Karyopharm”) and The Regents of the University of California on behalf of its San Diego Campus with an address of 9500 Gilman Drive MC 0934, La Jolla, CA 92093-0934 (“UCSD Company”)."  
\* Paragraph 2, Sentence 1: "Karyopharm and UCSD Company wish to discuss a possible business, research, or other relationship pertaining to a specific project or other activities between the Parties related to sharing preclinical data in multiple myeloma and possible future research collaboration (the “Stated Purpose”), and, in connection with such discussions or as part of the resulting research, business, or other relationship, if any, each Party may disclose or make available to the other Party certain information which the disclosing Party desires the other Party treat as confidential."  
\* Paragraph 11, Sentence 1: "Karyopharm is a publicly traded company. Company hereby acknowledges that (i) the trading in securities of a publicly traded company is subject to applicable securities legislation, (ii) as a result of the disclosure of the Confidential Information of Karyopharm hereunder, it may possess material, non-public information of Karyopharm, and (iii) any trading by it in the securities of Karyopharm while in possession of such material, non-public information may entail the violation by it of applicable securities and other legislation and is prohibited."  
  
Please review the marked-up contract language and let me know if you have any further questions or concerns.

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