

**UNIVERSITY OF COLORADO
BILATERAL CONFIDENTIAL DISCLOSURE AGREEMENT**

This Agreement (the "Agreement") made as of _____ (the "Effective Date") by and between the Regents of the University of Colorado, a body corporate, having its principal place of business at _____, and _____ ("Company") having its principal place of business at _____.

WHEREAS, the parties mutually desire to engage in discussions concerning a possible business and technical relationship; and

WHEREAS, either party (the "Disclosing Party") may elect to disclose to the other party (the "Recipient") in the course of such discussions certain Confidential Information (as defined in **Attachment A**); and

WHEREAS, the parties wish to protect such Confidential Information from further disclosure,

NOW THEREFORE, in consideration the parties hereby agree as follows:

1. For purposes of this Agreement the term "Information" as described in **Attachment A** shall mean any and all information, know-how, data, technical and non-technical materials, designs, concepts, processes, product samples and specifications, financial or business information and other expertise, whether or not patentable, furnished by Disclosing Party to Recipient, either directly or indirectly. Confidential Information includes information provided in writing (including graphic material) or orally by Disclosing Party and/or observed by Recipient or upon review of Information provided by Disclosing Party with the exception of:

- a. information which at the time of disclosure had been previously published or was otherwise in the public domain through no fault of Recipient;
- b. information which becomes public knowledge after disclosure unless such knowledge is
a breach of this Agreement;
- c. information which was already in Recipient's possession prior to the time of disclosure as evidenced by written records kept in the ordinary course of business or by proof of actual use thereof;
- d. is required to be disclosed by law, court order, or government regulation.

2. Recipient, its employees, subsidiaries and affiliates agree to maintain in confidence the Information with the same degree of care Recipient holds its own confidential and proprietary information. Recipient will not use the Information except to evaluate whether the parties have a mutual interest in pursuing a business and technical relationship. Recipient will disclose the Information only to its officers and employees directly concerned with the evaluation of the Information, and Recipient will not disclose the Information to any third party nor will Recipient use the Information for any other purpose except as permitted by this Agreement. For purposes of this paragraph, "subsidiaries and affiliates" shall mean any corporation, firm, partnership or other entity that directly or indirectly controls, is controlled by, or is under common control with Recipient.

3. Subject to the provisions of paragraph 1 hereof, all proprietary rights (including but not limited to patent rights, copyrights and/or trade secrets) in and to the Information shall remain the property of Disclosing Party.

4. The Information being disclosed to the Recipient pursuant to this Agreement is with the express understanding that neither party will be obligated to enter into any further agreement relating to the Information, and nothing in this Agreement shall be construed as granting any right, title, grant, option, ownership, interest in or license from one party to the other relating thereto.
5. The obligations of confidentiality and non-use of Information shall terminate seven (7) years after date of execution hereof, unless the parties enter into a definitive contract modifying or superseding the Agreement to the subject matter hereof, in which case the rights and obligations of the parties shall be governed by that contract.
6. This Agreement shall be construed in accordance with the laws of the State of Colorado, not including however, the rules relating to choice or conflict of laws.
7. Both parties agree to adhere to policies and procedures to be adopted to comply with final federal rules under the Health Insurance Portability and Accountability Act (HIPAA) governing the privacy, security, and use of protected health information, as applicable. Both parties hereby agree that as such federal rules become final, this agreement will be amended in a timely manner to comply with such rules, as applicable and necessary.
8. This Agreement sets forth the entire agreement and understanding among the parties as to the subject matter hereof, and none of the terms of this Agreement shall be amended or modified except in writing signed by an officer of both parties.

In Witness Whereof, the parties have executed this Agreement as of the Effective Date. Any communication or notice to be given shall be forwarded to the respective addresses listed below.

For University of Colorado:

 David N. Allen, Ph. D.
 Asst. Vice President of Technology Transfer
 University of Colorado System

 Date

For Company

 Signature of Authorized Official

 Printed Name

 Title

 Date

Official Mailing Address for Notices:

Technology Transfer Office
 University of Colorado Health Sciences Center
 13001 East 17th Place
 Building 500, Room C1009
 Aurora, CO 80010

Official Mailing Address for Notices:

ATTACHMENT A

(Description of the Confidential Information)