

CU reference number _____

CONFIDENTIAL DISCLOSURE AGREEMENT
University of Colorado

This Agreement (the “Agreement”) is made as of _____ (the “Effective Date”) between _____, having a principal place of business at _____ (“Recipient”) and the Regents of the University of Colorado, a body corporate, contracting on behalf of the University of Colorado at Boulder, a public educational institution of the State of Colorado having a place of business at _____ (“University”).

Background

1. University has developed, possesses, and may develop further, certain proprietary and confidential information consisting all or in part of data, research, technology, materials, facts, discoveries, processes, procedures, patents, trade secrets, copyrighted works, and other results and outcomes relating to _____ (“Confidential Information”). University desires to disclose to Recipient some or all of this Confidential Information on a restricted and confidential basis, and Recipient desires to receive this Confidential Information on a restricted and confidential basis and under the terms and conditions of this Agreement.
2. Recipient desires to receive Confidential Information solely to evaluate the desirability of a future business and technical relationship regarding _____ (“Purpose”).

Terms

1. This Agreement becomes effective on _____ (“Effective Date”) and will terminate on _____ (“Termination Date”) unless a time extension or modification is mutually agreed upon in writing between the parties or when:
 - a. Recipient has notified University in writing that Recipient is no longer interested in or is no longer actively evaluating the technology;
 - b. Recipient and University have entered into good-faith negotiations, but University has notified Recipient in writing that University in its sole discretion has determined that a satisfactory agreement cannot be reached; or
 - c. Recipient, employees, or other agents have breached the terms and conditions of this Agreement.
2. University, through its employees or agents, shall disclose Confidential Information to Recipient. Recipient agrees to use the Confidential Information solely for the Purpose.

3. Recipient may not disclose the Confidential Information to any other party except that Recipient specifically may disclose Confidential Information on a restricted and confidential basis to Recipient's employees and other agents solely for the limited purposes permitted under this Agreement. Recipient will exercise reasonable care in the selection and training of those employees and other agents and will fully advise those persons of the confidentiality of the Confidential Information. Recipient also will secure the agreement and commitment of all such persons to comply with the terms and conditions of this Agreement. Recipient will limit access to the Confidential Information solely to those employees and other agents who need to know the Confidential Information to effectuate the examination and evaluation purposes permitted under this Agreement. Recipient further agrees to assume full responsibility and liability for any and all disclosures, negligent and wrongful acts or omissions, and breaches of this Agreement made by employees or other agents and for any uses and activities that exceed the limited purposes and disclosures permitted under the terms and conditions of this Agreement.
4. Information received from University under this Agreement will not be considered Confidential Information if:
 - a. it is a part of the public domain prior to the Effective Date; or
 - b. it enters the public domain after the Effective Date not due to some unauthorized act by or omission of Recipient; or
 - c. it is developed by Recipient independently without access to or use of the Confidential Information; or
 - d. it is disclosed to Recipient by a third party who has a right to make such disclosure; or
 - e. it is 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; or
 - f. the University is required to be disclosed by law, court order, or government regulation.
5. Recipient's duty of confidentiality shall survive for _____ (if left blank, then term of confidentiality shall be three (3) years) from the date a particular item of Confidential Information is first received by Recipient even if that three-year anniversary falls after the Termination Date.
6. Recipient shall restrict the use of and protect the Confidential Information disclosed by University with the same degree of care as it restricts the use of and protects its own similar and like information, provided that Recipient exercises such care consistent with standard and customary practices within industry. Recipient agrees to exercise utmost diligence and the strictest care in protecting Confidential Information disclosed under the terms and conditions of this Agreement.
7. Upon termination of this Agreement, Recipient shall promptly return to University all written material, drawings, photographs, models, prototypes, other tangible work products, and specimens, less those specimens necessarily consumed in the evaluation process;

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provided, however, one copy of such material may be retained by the Recipient in the office of its legal counsel to preserve a record of the same.

8. It is understood and agreed by the Parties that by entering into this Agreement, University neither surrenders any rights under nor releases Recipient from any liabilities arising from copyright, patent, or other statutory or common-law property and other legal rights that University holds now or may acquire later involving or relating to the Confidential Information. No license, permission of use, or other waiver of right, title, or interest under any U.S. or foreign copyright, patent, or other statutory or common-law property and other legal right or know-how is granted or implied by this Agreement.
9. It is understood and agreed by the Parties that this Agreement does not constitute, and shall not be deemed, a partnership, association, or joint venture.
10. This Agreement shall be governed by the laws of the State of Colorado.
11. Each Party represents and warrants to the other party that the signatory of this document is signing and acting on behalf of the party listed and holds full authority to execute such agreements. Recipient acknowledges that only certain designated officers of the University have the delegated authority to execute these agreements.
12. The unenforceability or invalidity of any provision of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.
13. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, but neither of the parties hereto shall assign Agreement without the prior written consent of the other party.
14. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the parties hereto.

This agreement shall be effective when signed below or in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

For the University

For the Recipient

By: _____

By: _____

Name:

Title:

Date: _____

Date: _____

Read and understood

PI: _____