

Proprietary/Confidential Information Disclosure Agreements (aka, non-disclosure agreements)

The information requested below is needed to initiate a Proprietary Information Disclosure Agreement (“PIDA”) to exchange proprietary or confidential information between the University of Colorado at Boulder and the organization or company of your choosing. Providing this information early in the process will also help expedite the process. Please use PIDAs sparingly and only when there is a real need to have access to proprietary information for research purposes.

Please note that you, as the principal investigator, are responsible for protecting any proprietary information that is in your possession. Practice data security for proprietary information as you would on any other sensitive information in your possession (e.g. personally identifiable information, social security numbers, etc.). Protection practices include keeping the proprietary information on a computer that is password protected and kept in a secured area with access limited to those who have a need to know. The computer should not have internet access.

The PIDAs typically require that all proprietary/confidential information be provided in tangible or written form and conspicuously marked with a legend in order to maintain its confidentiality. Many of the University’s PIDAs are bilateral so please be aware that this requirement also pertains to you. For example, if you are sharing information in discussions or in a proposal that you are not yet ready to share with the world in publications, or, you believe there may be a potential invention that will result from your research, it is imperative for you share the information in a tangible form and make sure that it is conspicuously marked with a legend of Proprietary or Confidential in order to maintain its proprietary nature. For example;

Confidential/Proprietary Information of The University of Colorado at Boulder
Principal Investigator: _____.
Date of disclosure: _____

In order to protect proprietary information shared verbally, tell the person/group you are talking to at the time of disclosure that this information is proprietary to you and the University. At the completion of the discussion, write a summary of the discussion, note what information provided is proprietary, mark the summary as suggested above and send it to the person or group you were talking to within a few days of the disclosure.

For your information, the Office of Contracts and Grants will be responsible for PIDAs relating to sponsored research. The Office of Technology Transfer will be responsible for PIDAs related to the licensing of existing intellectual property.

Please answer the following questions and send (email, fax, carry) to the Associate Director in the Office of Contracts and Grants, mail stop UCB 572.

Q Provide the name of the Company/organization(s) that will be a party to the PIDA with the University. Please include addresses and any other contact information that you have:	
A	
Q Provide the name, title and contact information of your technical counterpart who will provide or receive the proprietary information and the name and contact information of the person who will be responsible for the administration, contracts and legal issues related to the PIDA :	
A Technical Contact:	Business Contact:
Q Please describe the purpose of this proprietary information exchange? If the PIDA is to support work on a proposal in response to a solicitation of some kind (e.g. RFP, BAA, Agency Announcement, etc.), please include the reference information of that solicitation (i.e. number, agency/company, title, etc.).	
A	

<p>Q Which party will be disclosing proprietary information; you/University, the company/organization, or both? Will discussions result from the disclosures? In other words, does the PIDA need to be unilateral (one party doing all the disclosures) or bilateral (both organizations sharing proprietary information)</p>
<p>A</p> <p>_____ You _____ Company/Organization _____ Both</p>
<p>Q Provide a short description or summary of the confidential information you will be providing to the company. If there is an invention disclosure being shared, include the disclosure number provided by technology transfer:</p>
<p>A</p>
<p>Q Provide a short description or summary of the confidential information the company will be disclosing to you:</p>
<p>A</p>
<p>Q Will University faculty, staff or students, in addition to yourself, work on this project and be exposed to proprietary information? If yes, please list their names below:</p>
<p>A</p>
<p>Q Term of the Agreement - The term is how long you will need the agreement in place to receive proprietary information (e.g. usually no longer than 1-2 years). The term can vary depending on the purpose of the PIDA and the period of performance of a resulting program:</p>
<p>A</p>
<p>Q Under a PIDA, you have a duty or obligation to protect the disclosing party's proprietary information that you receive during the term of the agreement. This duty to protect continues after the term of the agreement ends.</p> <p>How long will you agree to recognize your duty to protect the company proprietary information provided to you? A duty to protect is usually 3-5 years from either receipt of the information or the end of the term. The length of the obligation depends on 1) how sensitive the information of the disclosing party is (i.e. company trade secret, it's not ready for publication, an invention disclosure is in the works, etc.), 2) how quickly the particular technology evolves (e.g. what you are discussing will be in the public domain and obsolete in 2 years), and 3) if you think inventions may occur as a result of your research and you will be interested in filing invention disclosures at a later date.</p>
<p>A</p>
<p>Q Are there any materials or samples that are proprietary to you or the company that will be shared or transferred? How will the materials or samples be used – will they be analyzed, used for research purposes,</p>

viewed for information purposes, etc.? If the answer is that the materials will be used for research purposes, you really need a material transfer agreement – contact Kathe Zaslow in Technology Transfer)?

A

_____ Yes _____ No

What is the material/sample?

Q Are there any special circumstances related to this project or to this company that OCG needs to be aware of (i.e. conflict of interest with you or your staff, it's a start-up company, etc.)?

A

Q Is there any technology, materials, software, data or information being disclosed by you or the other party that may be subject to export controls under the Export Administration Regulations (Department of Commerce), the International Traffic in Arms Regulations (State Department), or the Office of Financial Assets (Dept of Treasury). If you are not sure, please contact your OCG representative and Linda Morris of the Office of Research Integrity and Compliance at 303-492-2889; linda.morris@colorado.edu. The link for the ORIC is <http://www.colorado.edu/VCRsearch/ORI/export.html>

Are you assuming you are covered by the fundamental research exclusions provided to universities under the listed laws or have you actually talked with Linda?

A

Q Is there anything you would like to add?

A

