

**University of Colorado Boulder
Use Agreement**

Name and Address of User: _____;

User Contact Name and Title: _____

User Contact phone number and email address: _____

University Faculty Contact: _____

Faculty Contact phone number and email address: _____

Anticipated Start Date: _____

Anticipated End Date: _____

The University of Colorado Boulder (“University”) may engage in an educational exercise using certain materials provided by User (the “Materials”) and/or otherwise related to User’s business (the “Services”). These Services are intended to benefit the User and the University’s students.

Prior to engaging in any Services, the University requires execution of this Use Agreement by the User.

For good and valuable consideration, receipt of which is hereby acknowledged, the User agrees, as follows:

1. Payment to University. None.
2. User Materials. User may supply samples, intellectual property or other materials (collectively, the “Material”) to University.
3. Export. User is not requesting restrictions upon, and University has no obligation to restrict, foreign national access to the Material. User represents and warrants that it will not provide University with any information or item(s) that are either export-controlled under the International Traffic in Arms Regulations, or that appear on the Commerce Control List (except as EAR99) of the Export Administration Regulations.
4. Ownership. Title to information created by University and delivered to User (the “Deliverables”) will reside with User. User shall grant and hereby grants to University the transferable right to use Results for academic, educational and research purposes. (“Results” mean any analysis, data or information created in the performance of this Agreement.) For clarity, title to (i) the methodology, procedures, and processes utilized in performing the Services, and, (ii) excepting Deliverables, all intellectual property created or developed, including without limitation any inventions and discoveries conceived or first reduced to practice, computer software, and works developed, whether or not protectable by patent or copyright, by University in the performance of the Services, resides and will reside in University.
5. Warranty, Disclaimer and Liability Limitation. User represents and warrants that it has title to the Material and the right to provide the Material to University. Further, User represents and warrants that the Material:
 - a. is not explosive or combustible
 - b. does not contain biologics, select agents or toxins; and
 - c. is not otherwise hazardous.

User acknowledges that access to the Services and Material is not controlled or video-monitored. University is not responsible for any damage to Material, no matter the cause, including but not limited to damage caused by negligence, mistake, power outage, other user errors, theft. USER KNOWINGLY AND FREELY ASSUMES ALL RISKS AND ASSUMES FULL RESPONSIBILITY FOR ANY USE, OR INABILITY TO USE, MATERIALS AND DELIVERABLES. UNIVERSITY DISCLAIMS AND EXCLUDES ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNIVERSITY DOES NOT GUARANTEE THE

PERFORMANCE, QUALITY OR TIMELINESS OF THE SERVICES NOR THE ABILITY TO USE DELIVERABLES OR MATERIAL. IN NO EVENT SHALL UNIVERSITY, ITS OFFICERS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY DAMAGES OF ANY KIND, WHETHER DIRECT, INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL, ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Indemnification. User shall defend, indemnify, and hold harmless University, its regents, officers, administrators, agents, employees, and students from and against any and all liability, losses, costs and expenses (including reasonable attorneys' fees) resulting from claims or demands arising out of this Agreement.

7. Insurance. User has and will maintain, at its own expense, General Liability coverage with limits of not less than \$1,000,000 combined single limit, underwritten by a company licensed to do business in the State of Colorado. User shall provide the University a Certificate of Insurance Form evidencing required coverage within 10 days of signing this Agreement.

8. Termination. Either party may terminate this Agreement upon written notice to the other party. The provisions of Sections 3-7 and 9 of this Agreement shall survive termination.

9. Governing Law. This Agreement shall be governed by the laws of, and the parties agree to the exclusive jurisdiction of courts within, the state of Colorado. As an institution of the State of Colorado, the University has Rights and protections under state and federal law, including the Colorado Governmental Immunity Act, CRS §§ 24-10-101 et seq. and Article 11 of the U.S. Constitution. Nothing contained in this Agreement shall be construed as an express or implied waiver by the University of its governmental immunity or of the governmental immunity of the State of Colorado.

10. Independent Parties. Nothing herein shall be construed as creating a relationship between the parties of principal and agent, partnership or joint venture, or employee and employer, it being understood and agreed that the parties are independent parties.

11. Entire Agreement. This Agreement reflects the entire understanding of the parties and supersedes any and all other understandings or agreements between the parties.

12. Assignment. Neither party may assign their rights or obligations under this Agreement.

13. Authorized Representative. Person signing for User hereby swears and affirms that he or she is authorized to act on User's behalf and acknowledges that the University is relying on his/her representations to that effect and accepts personal responsibility for any and all damages the University may incur for any errors in such representation.

Accepted and Agreed to by:

USER:

By: _____

Printed Name and Title: _____

Date: _____