



Confidential Disclosure Agreement
Bilateral

This Confidential Disclosure Agreement ("Agreement") is made and entered into this ____ of _____, 201__ ("Effective Date") by and between The Regents of the University of Colorado, a body corporate, having its principal office at 1800 Grant Street, 8th Floor, Denver, CO 80203 ("University"), and _____, having its principal place of business at _____ ("Company").

BACKGROUND

The parties mutually desire to engage in discussions and may disclose to each other certain confidential and proprietary information solely to evaluate a potential relationship ("Purpose"). As a condition of such disclosure, the parties agree to keep confidential the proprietary and confidential information of the other party.

Accordingly, the parties agree as follows:

TERMS AND CONDITIONS

1. **Confidential Information.** The term "Confidential Information" means any proprietary or confidential information that one party discloses ("Disclosing Party") to the other party ("Receiving Party") pursuant to the Purpose, either directly or indirectly, and as described below:
 - a. University's Confidential Information:

 - b. Company's Confidential Information:

2. **Limits of Confidentiality.** Neither party is bound by the obligations of this Agreement regarding the other party's Confidential Information that is
 - a. publicly available prior to the Effective Date;
 - b. publicly available after the Effective Date, not due to an unauthorized act by or omission of Receiving Party;
 - c. developed by Receiving Party independently without access to or use of the Confidential Information;
 - d. information that was already in Receiving Party'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; or
 - e. required to be disclosed by law, court order, or government regulation.

3. **Due Diligence.** Receiving Party on behalf of its officers, employees, subsidiaries or affiliates will maintain in confidence the Confidential Information with the same degree of care that the Receiving Party uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care. Receiving Party will use the Confidential Information only for the Purpose. Receiving Party will disclose the Confidential Information only to its officers, employees, subsidiaries or affiliates who have a need to know with respect to the Purpose. For purposes of this Paragraph, "subsidiaries and affiliates" means any corporation, firm, partnership or other entity that directly or indirectly controls, is controlled by, or is under common control with the Receiving Party.

4. **Return of Confidential Information.** Upon termination of this Agreement, Receiving Party shall promptly return to Disclosing Party all Confidential Information provided, however, this clause shall not require the

alteration, modification, deletion, or destruction of computer back up media made in the ordinary course of business or prevent the retention of one archival copy of the Confidential Information, so long as such media and archival copy are maintained in confidence.

5. **No Waiver of University Rights or Receiving Party Liabilities.** Disclosing Party does not (1) surrender, grant or transfer to Receiving Party any rights under copyright, patent, or other statutory or common law property and other legal rights that Disclosing Party holds now or may acquire later relating to the Confidential Information; or (2) release Receiving Party from any liabilities relating to such rights.
6. **Term.** This Agreement becomes effective on the Effective Date and will terminate one year from the Effective Date unless a time extension or modification is mutually agreed upon in writing between the parties, or, a party provides a termination notice to the other party with 30 days written notice ("Termination Date").
7. **Duty of Confidentiality.** The obligations of confidentiality and non-use of Confidential Information terminates three years after the Termination Date.
8. **Applicable Law.** This Agreement is governed by and construed in accordance with the laws of Colorado. Regardless of venue or jurisdiction, the governmental and sovereign immunities afforded the University as a state institution, including, without limitation, the Colorado Governmental Immunity Act, CRS §§ 24-10-101 et seq., control.
9. **Legal and Equitable Relief.** In the event of any actual or threatened breaches of this Agreement by a Party or its Representatives, the aggrieved Party may seek all legal and equitable remedies afforded it under law.
10. **Export Control.** Each party shall comply with applicable U.S. Export Control Laws. ("U.S. Export Control Laws" include the Arms Export Control Act, 22 U.S.C. 2751-2799, as amended, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120-130, as amended, the Export Administration Regulations, 15 C.F.R. 730-774, as amended, regulations administered by the Office of Foreign Assets Control and related Executive Orders, polices and directives, and any subsequently enacted laws and regulations pertaining to export controls.) A party may not transfer information, data or items subject to U.S. Export Control Laws to the other party; unless authorized representatives of the parties agree to do so by written agreement prior to the transfer.
11. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties as to the subject matter. No modification or waiver of any of the provisions of this Agreement is valid unless in writing and signed by the duly authorized representatives of the parties.
12. **Severability.** The unenforceability or invalidity of any provision of this Agreement does not impair, affect or invalidate the other provisions of this Agreement.
13. **Assignment.** This Agreement is binding upon and inure to the benefit of the successors and assigns of the parties, but neither of the parties may assign Agreement without the prior written consent of the other party.
14. **Power to Agree.** Each party represents 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.
15. **Disclaimer and Limitation on Warranties.** INFORMATION, INCLUDING CONFIDENTIAL INFORMATION, IS PROVIDED "AS IS." EACH PARTY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE OR CONDITION INCLUDING ANY PATENT OR COPYRIGHT INFRINGEMENT.
16. **Counterparts, Electronic and Facsimile Delivery.** This Agreement may be executed in two or more identical counterparts by electronic or facsimile transmission. Digital and facsimile signatures have the same force and effect as an original signature.
17. **Scope.** 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.

<<<Signature Page to Follow>>>

To evidence the parties' agreement, duly authorized representatives of each party has executed it.

For University:

Kate Tallman
Associate Vice President
Technology Transfer Office

Date

Official Mailing Address for Legal or
Administrative Notices:
Office of Technology Transfer
University of Colorado
4845 Pearl East Circle, Suite 200
Boulder, CO 80309 USA

For Company:

Signature of Authorized Official
Name:

Title:

Date

Official Mailing Address for Legal and
Administrative Notices:

**University's Principal Investigator
Read and understood by**

PI: _____

Date: _____