



Confidential Disclosure Agreement
Unilateral University Disclosing

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 _____ (“Recipient”).

BACKGROUND

University desires to disclose to Recipient Confidential Information, as defined below. Recipient desires to receive this information solely to evaluate a potential relationship (“Purpose”).

Accordingly, the parties agree as follows:

TERMS AND CONDITIONS

1. **Confidential Information.** Proprietary or confidential information means any information that University discloses to Recipient pursuant to the Purpose (“Confidential Information”).
2. **Disclosure.** University, through its employees or agents, may disclose Confidential Information to Recipient. Recipient will use the Confidential Information solely for the Purpose. Recipient may not disclose the Confidential Information to any other party except that Recipient may disclose Confidential Information to Recipient’s officers, agents and employees that have a need to know with respect to the Purpose.
3. **Limits of Confidentiality.** Information received from University under this Agreement will not be considered Confidential Information if the information 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 Recipient;
 - c. developed by Recipient independently without access to or use of the Confidential Information;
 - d. information that 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; or
 - e. required to be disclosed by law, court order, or government regulation.
4. **Due Diligence.** The Recipient on behalf of its officers, agents and employees will maintain in confidence the Confidential Information with the same degree of care that Recipient uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care.
5. **Return of Confidential Information.** Upon termination of this Agreement, Recipient shall promptly return to University all Confidential Information.
6. **No Waiver of University Rights or Recipient Liabilities.** University does not (1) surrender, grant or transfer Recipient any rights under copyright, patent, or other statutory or common law property and other legal rights that University holds now or may acquire later relating to the Confidential Information; or (2) release Recipient from any liabilities relating to such rights.
7. **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”).
8. **Duty of Confidentiality.** Recipient’s duty of confidentiality terminates three years after the Termination Date.

9. **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.
10. **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.
11. **Severability.** The unenforceability or invalidity of any provision of this Agreement does not impair, affect or invalidate the other provisions of this Agreement.
12. **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.
13. **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.
14. **Disclaimer and Limitation on Warranties.** INFORMATION, INCLUDING CONFIDENTIAL INFORMATION, IS PROVIDED "AS IS." UNIVERSITY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE OR CONDITION INCLUDING ANY PATENT OR COPYRIGHT INFRINGEMENT.
15. **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.

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

For University

For Recipient

By: _____
 Name: Kate Tallman
 Title: Associate Vice President,
 Technology Transfer Office
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____