



Confidential Disclosure Agreement
Unilateral

This Confidential Disclosure Agreement (the “Agreement”) is made and entered into this _____ of _____, 20____ (the “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 (hereinafter “University”), and _____, having a principal place of business at _____ (“Recipient”).

WHEREAS, 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 _____ (hereinafter, “Confidential Information”), and;

WHEREAS, 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;

NOW, THEREFORE, Recipient desires to receive Confidential Information solely to evaluate the desirability of a future business and technical relationship (hereinafter, “Purpose”).

SECTION 1. DISCLOSURES & CONFIDENTIALITY

- 1.1 **Disclosure to Recipient:** University, through its employees or agents, may disclose Confidential Information to Recipient. Recipient agrees to use the Confidential Information solely for the Purpose.
- 1.2 **Disclosure by Recipient:** 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.
- 1.3 **Limits of Confidentiality:** 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;
 - b. it enters the public domain after the Effective Date not due to some unauthorized act by or omission of Recipient;
 - c. it is developed by Recipient independently without access to or use of the Confidential Information;
 - d. it is disclosed to Recipient by a third party who has a right to make such disclosure;
 - e. it is information which was already in Recipient’s possession prior to the time of



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disclosure as evidenced by written records kept in the ordinary course of business or by proof of actual use thereof;

- f. it is required to be disclosed by law, court order, or government regulation.

SECTION 2. DUE DILIGENCE & RETAINED RIGHTS

- 2.1 **Due Diligence:** 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.
- 2.2 **Return of Intellectual Property:** 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; 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.
- 2.3 **No Waiver of University Rights or Recipient Liabilities:** 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.

SECTION 3. TERM & TERMINATION

- 3.1 This Agreement becomes effective on the 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.
- 3.2 Recipient's duty of confidentiality shall survive for 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.



SECTION 4. GENERAL

- 4.1 **Choice of Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
- 4.2 **Merger:** This Agreement sets forth the entire agreement and understanding among the parties as to the subject matter hereof, and none of the terms of this Agreement shall be amended or modified except in writing signed by an officer of both parties.
- 4.3 **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.
- 4.4 **Modification:** No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the parties hereto.
- 4.5 **Severability:** The unenforceability or invalidity of any provision of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.
- 4.6 **Assignment:** 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.
- 4.7 **Power to Agree:** 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.
- 4.8 **Headings:** Headings are included herein for convenience only and shall not be used to construe this Agreement.
- 4.9 **Counterparts, Electronic and Facsimile Delivery:** This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Agreement when a duly authorized representative of each party has signed a counterpart. The parties intend to sign and deliver this Agreement by electronic or facsimile transmission. Each party agrees that the delivery of the Agreement by electronic or facsimile transmission shall have the same force and effect as delivery of original signatures and that each party may use such electronic or facsimile signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.

For the University

By: _____
Name:
Title:

Date: _____

Read and understood

PI: _____

For the Recipient

By: _____
Name:
Title:

Date: _____