**This Confidential Disclosure Agreement** (the “Agreement”) made as of INSERT EFFECTIVE DATE (the “Effective Date”) by and between the Regents of the University of Colorado, a body corporate, contracting on behalf of the University of Colorado Colorado Springs having its principal office at 1420 Austin Bluffs Parkway, Colorado Springs, CO 80918 (hereinafter “University”), and INSERT COMPANY NAME (hereinafter, "Company"), having its principal place of business at    INSERT ADDRESS

**WHEREAS**, the parties mutually desire to engage in discussions concerning a possible business and technical relationship regarding INSERT PURPOSE (the “Purpose”), and;

**WHEREAS**, a party may elect to disclose (the "Disclosing Party") to the other party (the "Recipient") in the course of such discussions certain Confidential Information (as defined in Section 1.1), and;

**WHEREAS**, the parties wish to protect such Confidential Information from further disclosure;

**NOW THEREFORE**, in consideration the parties hereby agree as follows:

**SECTION 1. CONFIDENTIAL INFORMATION**

1. **Confidential Information.** The term “Confidential Information” means any proprietary or confidential information that the Disclosing Party discloses to the Recipient pursuant to the Purpose, either directly or indirectly, and as described below:

University’s Confidential Information: insert description of university confidential information to be disclosed

Company’s Confidential Information: insert description of company confidential information to be disclosed

1. **Technical Point of Contacts.** Points of contact with respect to the transmission, receipt and control of Confidential Information exchanged hereunder are designated by the respective parties as follows:

For University: INSERT NAME, ADDRESS, PHONE AND EMAIL

For Company: INSERT NAME, ADDRESS, PHONE AND EMAIL

1. **LIMITS OF CONFIDENTIALITY:** Neither party is bound by the obligations of this Agreement regarding the other party’s Confidential Information that is:
	1. publicly available prior to the Effective Date;
	2. publicly available after the Effective Date, not due to an unauthorized act by or omission of Recipient;
	3. developed by Recipient independently without access to or use of the Confidential Information;
	4. 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
	5. required to be disclosed by law, including the Colorado Open Records Act “CORA” (C.R.S. § 24-72-201, et seq.), court order, or government regulation.

**SECTION 2. DUE DILIGENCE & RETAINED RIGHTS**

1. **Due Diligence**: Recipient, its employees, subsidiaries and affiliates agree to maintain in confidence the Confidential Information with the same degree of care Recipient holds its own confidential and proprietary information, but in no event less than a reasonable degree of care. Recipient will only use the Confidential Information for the Purpose. Recipientwill disclose the Confidential Information only to its officers, employees, subsidiaries or affiliates who have the need to know with respect to the Purpose. Recipient will not disclose the Confidential Information to any third party nor will Recipient use the Confidential Information for any other purpose except as permitted by this Agreement. For purposes of this paragraph, "subsidiaries and affiliates" shall mean any corporation, firm, partnership or other entity that Recipient: directly or indirectly controls, is controlled by, or is under common control
2. **Rights Retained**: Subject to the provisions of Section 1 hereof, all proprietary rights (including, but not limited to, patent rights, copyrights and/or trade secrets) in and to the Confidential Information shall remain the property of Disclosing Party.
3. **No Further Rights Granted**: The Confidential Information being disclosed to the Recipient pursuant to this Agreement is with the express understanding that neither party will be obligated to enter into any further agreement relating to the Confidential Information, and nothing in this Agreement shall be construed as granting any right, title, grant, option, ownership, interest in or license from one party to the other relating thereto.

**SECTION 3. TERM & TERMINATION**

* 1. 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”).
	2. The obligations of confidentiality and non-use of Confidential Information terminates three years after the Termination Date.

**SECTION 4. GENERAL**

1. **Export**: Both parties will comply with export laws and regulations, including, but not limited to, the Export Administration Regulations, the International Traffic in Arms Regulations, and the various economic sanctions regulations administered by the U.S. Department of the Treasury. Company shall not transfer any export controlled material to University without 1) prior written notification, to include the Export Control Classification Number (ECCN), or United States Munitions List Category, as appropriate, to the technical point of contact and the University Export Control Officer and 2) written approval from an authorized University official. University has the right to refuse receipt of such material, in which case this Agreement may be modified or terminated in accordance with provisions herein.
2. **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.
3. **Choice of Law**: This Agreement shall be governed by and construed in accordance with the laws of the State 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.
4. **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 both parties.
5. **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.
6. **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.
7. **Severability:** The unenforceability or invalidity of any provision of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.
8. **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.
9. **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.
10. **Notices:** Notices shall be delivered as follows:

**For University:**

Gwendolyn A. Logan Gennaro

Executive Director, Office of Sponsored Programs and Research Integrity

University of Colorado at Colorado Springs

1420 Austin Bluffs Parkway

Colorado Springs, CO 80918

ggennaro@uccs.edu

719-255-3153

**Export Control Officer**:

Michael Sanderson, Associate Director

Office of Sponsored Programs and

 Research Integrity

University of Colorado Colorado Springs

1420 Austin Bluffs Pkwy.

Colorado Springs, CO 80918

719-255-3044

msander3@uccs.edu

**For Company:**

 insert name

  insert address,

 insert email

  insert phone

1. **Headings**: Headings are included herein for convenience only and shall not be used to construe this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

**For University**:  **For Company**:

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Gwendolyn A. Logan Gennaro Signature of Authorized Official

ExecutiveDirector, Office of Sponsored Programs  insert name and title
 and Research Integrity

Date Date

Agreed to and Acknowledged

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

University Receiving Party:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date