

**Colorado State University Research Foundation  
Mutual Confidential Disclosure Agreement**

This Mutual Confidential Disclosure Agreement (“CDA”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Colorado State University Research Foundation, a non-profit Colorado corporation affiliated with Colorado State University, Fort Collins, Colorado with its principal mailing address at P.O. Box 483, Fort Collins, Colorado 80522, hereinafter collectively referred to as “CSURF”, and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, hereinafter referred to as “Company.”

WITNESSETH THAT:

WHEREAS, \_\_\_\_\_, of Colorado State University, has/have invented and/or are developing “\_\_\_\_\_”, CSU File #: \_\_\_\_\_, hereinafter referred to as “Technology”; and

WHEREAS, CSURF is the legally appointed corporate entity for commercialization of intellectual property developed at Colorado State University and certain rights and title of CSU in the Technology has been assigned to CSURF for that purpose; and

WHEREAS, Company is desirous of obtaining Confidential Information (as defined below) for the purpose of evaluation and testing it to determine Company’s interest in acquiring a license or option to the Technology (the “Purpose”), and whereas Company has Confidential Information (as defined below) it wishes to provide to CSURF as related to the Purpose.

NOW, THEREFORE, the parties agree as follows:

1. As used herein “Confidential Information” means any and all technical or non-technical information, including, but not limited to, know-how, samples, data, algorithms, software programs, software source code or documents that relate to the Technology and which are disclosed to Company orally or in writing by or on behalf of CSURF under this Agreement, as well as Company proprietary information which is disclosed to CSURF orally or in writing under this Agreement.
2. Upon complete execution of this Agreement, either party may disclose (“Discloser”) to the other party (“Recipient”) Confidential Information, in writing or orally, during the term of this Agreement. Recipient shall receive and use the Confidential Information for the Purpose and for no other use whatsoever. Recipient agrees not to disclose the Confidential Information to any third party or parties without the prior written consent of the Discloser.

For a period of three (3) years after Recipient’s receipt of Confidential Information, Recipient agrees not to disclose Confidential Information to any third party not an

affiliate with Recipient. During that same three year period, Recipient may disclose Confidential Information to its employees to the extent such disclosure is reasonably necessary to carry out the purposes of this Agreement and provided that such employee has entered into a confidentiality agreement with the Recipient that provides protections substantially similar to those provided in this agreement, or is bound by similar terms. In the event that either party is required by law to disclose the information, notice shall be promptly given to the other party of the request prior to disclosure so as to permit objection to the disclosure by any other party to this Agreement. This Agreement shall not restrict the use or dissemination of any information, as supported by written documentation, which:

- a. is known to Recipient prior to the receipt of Confidential Information;
  - b. is or becomes publicly known through no fault or omission attributable to Recipient;
  - c. is rightfully given to Recipient from sources independent of Discloser; or
  - d. is developed by Recipient independently of any disclosure from Discloser or Discloser's affiliates.
3. Notwithstanding Section 2, above, if, in order to utilize the Confidential Information for the Purpose, Recipient must consult other individuals and/or entities, Recipient shall ensure that each such individual and/or entity enters into a separate confidentiality agreement with Recipient, which agreement shall provide for protection of Confidential Information substantially the same as that provided in this agreement. In any event, Discloser shall be notified in writing of any such agreements by mail.
  4. Disclosure of Confidential Information to Recipient shall not restrict Discloser from submitting any such Confidential Information to others or from using it in any other manner it so desires.
  5. No obligation of payment is assumed by, nor may be implied against Recipient, solely by reason of Recipient's acceptance of Confidential Information. Acceptance of the Confidential Information by Recipient shall not give Recipient the right to use the Confidential Information except for the Purpose. Recipient shall not make any commercial use of Confidential Information, and specifically agrees it will not modify, reverse engineer, decompile, create other works from, or disassemble anything contained in the Confidential Information of the other party without the prior written consent of the other party.
  6. Company will make its evaluation as promptly as possible. Upon request by Discloser, Recipient will return any or all Confidential Information and samples together with all copies thereof.

7. This Agreement contains the entire understanding of the parties hereto, and may not be changed except in writing executed by the parties and shall be interpreted in accordance with the laws of Colorado.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

**Colorado State University  
Research Foundation:**

**Company:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Todd Headley

Name: \_\_\_\_\_

Title: Executive Director of Technology Transfer

Title: \_\_\_\_\_