

## CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the Regents of the University of Colorado, for and on behalf of the University of Colorado Boulder and its Center for Membrane Science, Engineering & Technology (hereinafter referred to as "UNIVERSITY/CENTER") and \_\_\_\_\_, having a place of business at \_\_\_\_\_, (herein referred to as "COMPANY");

### WITNESSETH:

WHEREAS, the Center for Membrane Science, Engineering and Technology (MAST), an organization of the University of Colorado at Boulder (hereinafter, "University") has proprietary technical information (hereinafter referred to as the "Technical Information") which Technical Information is the property of the UNIVERSITY/CENTER; and

WHEREAS, University as assignee and technology transfer manager, for the UNIVERSITY/CENTER has the right to disclose to others the Technical Information, supporting disclosure materials and any other written materials relating thereto, and prototypes and/or samples thereof;

WHEREAS, COMPANY wishes to review the Technical Information for the purpose of determining whether or not it is interested in becoming a Center Sponsor for UNIVERSITY/CENTER which would enable COMPANY to take further development and sales embodying the Technical Information.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the parties hereto agree as follows:

- 1) Upon execution of this Agreement, a confidential relationship shall arise between UNIVERSITY/CENTER and COMPANY, and COMPANY agrees to hold in confidence all Technical information disclosed to it by UNIVERSITY/CENTER, and not to disclose Technical Information to anyone except such of its employees as may be necessary and to not use Technical Information for a purpose not covered by this Agreement, unless:
  - a) Such Technical Information is a part of the public domain prior to the date first written herein above; or
  - b) Such Technical Information becomes a part of the public domain not due to some unauthorized act by or omission of COMPANY after this Agreement is executed; or
  - c) COMPANY can demonstrate that it or an affiliate or subsidiary company of COMPANY independently developed such Technical Information; or
  - d) Such Technical Information is disclosed to COMPANY by a third party who has the right to make such disclosure; or
  - e) Permission to disclose said Technical Information or to make use thereof is obtained by COMPANY from UNIVERSITY/CENTER in writing.
- 2) The term of this Agreement shall be three (3) years from the date first written above.



**IN WITNESS WHEREOF**, the parties have hereunto set their hands the day and year first above written.

**COMPANY:**

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**THE UNIVERSITY OF COLORADO:**

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Dr. David Allen, Associate Vice President  
Office of Technology Transfer and Industry Outreach at CU-Boulder