

CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2010 by and between the Regents of the University of Colorado, for and on behalf of the Center for Membrane Applied Science and 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 Applied Science and Technology, an organization of the University of Colorado (the "Institution") has proprietary technical information, (hereinafter referred to as the Technical Information) which Technical Information is the property of the UNIVERSITY/CENTER; and

WHEREAS, Institution, as assignee and technology transfer manager, for the UNIVERSITY/CENTER has the right to disclose to others the Technical Information, supporting disclosure materials, and 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 undertake further development and sales embodying the Technical Information.

NOW, THEREFORE, in consideration of the premises 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, by the inventor(s), and not to disclose Technical Information to anyone except such of its employees as may be necessary and not to 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 hereinabove; 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.
 3. During the term of this Agreement, University may disclose Technical information to Company;
 - a. Technical Information will be considered confidential if it is marked in writing as confidential at the time of disclosure.
 - b. The exclusive points of contact for the parties with respect to the exchange of confidential information are as follows:

UNIVERSITY:

Dr. David Allen, Associate Vice President
 Technology Transfer and Industry Outreach
 The University of Colorado at Boulder
 4740 Walnut Street, Suite 100, 589

 Boulder, CO 80309-0589
 Phone: (303) 492-5647
 Fax: (303) 492-2128

CENTER:

Dr. Alan R. Greenberg, Co-Director
 Dr. Richard D. Noble, Co-Director
 MAST Center
 UCB 427
 University of Colorado
 Boulder, CO 80309-0427
 Phone: (303) 492-7517
 Fax: (303) 492-4637

COMPANY:

4. COMPANY shall use such efforts to preserve the confidentiality of the Technical Information disclosed as it would if the Technical Information had been developed by COMPANY and was to be retained in confidence by it.
5. It is understood and agreed that the Technical Information referred to hereunder shall be furnished to COMPANY for evaluation in order that COMPANY may determine its interest in becoming a Center Sponsor under an agreement to be negotiated with COMPANY and for no other purpose.

6. COMPANY's duty of confidentiality shall survive for three (3) years from the date the Technical Information is first received by COMPANY even if this Agreement expires during said three-year period.

7. 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 this Agreement without the prior written consent of the other party.

8. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the parties hereto.

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