

CONFIDENTIALITY/NON-DISCLOSURE AGREEMENT

1. Parties: In consideration of the mutual promises and conditions contained herein, this agreement is entered as of the date signed below, by and between The Board of Governors of the Colorado State University System, acting by and through Colorado State University, for the use and benefit of _____ ("CSU"), located at _____,

FORT COLLINS, CO 80523-____; and _____ ("COMPANY"), a _____ existing under the laws of the state of _____ with a business address of _____.

The Principal Investigator for CSU is _____. The Principal Investigator for COMPANY is _____.

2. Purpose: The parties to this Agreement contemplate that they may enter into one or more contracts and/or collaborative relationships involving the exchange of scientific, technical, or other information which is considered by the party owning such information (the "Disclosing Party") to be proprietary and confidential (the "Confidential Information" or "CI"). Each party is willing to disclose its CI to the other party (the "Recipient") for the purposes of discussing collaborative efforts to promote the increase of useful knowledge, and/or carrying out any contract. The parties desire to preserve and protect their respective rights in the CI.

3. Definitions: "CI" as used in this Agreement, shall include any and all documents, materials, data or information disclosed by the Disclosing Party to the Recipient that (i) is clearly identified as CI at the time of disclosure, or (ii) the Recipient knows to be CI of the Disclosing Party. CI shall not include any information which at the time of disclosure is in the public domain, or which after disclosure is published or otherwise becomes part of the public domain in any manner other than by violation of this Agreement; or was in the possession of the Recipient at the time of disclosure and was not acquired under an obligation of confidence.

4. Term. This Agreement is effective as of the date it is fully executed by all parties, and shall continue for a term of _____, unless sooner terminated as provided herein or extended by mutual, written agreement of the parties.

5. Non-disclosure Requirements. The Recipient shall not, during the term of this Agreement and for _____ thereafter, disclose, publish, or distribute, or permit same, to any other person or entity without the express, prior, written consent of the Disclosing Party, which consent may be withheld with or without cause in the sole discretion of the Disclosing Party, except that: (i) CI may be disclosed if so compelled by lawful subpoena or court order, provided that, immediately upon receipt of any such subpoena or order, the Recipient shall promptly notify the Disclosing Party and shall reasonably cooperate in any legal action to prevent or limit such disclosure; and (ii) the CI may be made available to those persons in the employ and under the direct supervision and control of the Recipient, only as necessary for collaboration or evaluation thereof, and when such information is disclosed or transmitted will inform each such employee or agent who receives such CI of the confidential nature of such information and of these terms and conditions. Nothing in this Agreement shall be interpreted as preventing either party from disclosing to third parties information it independently develops during the term of this Agreement.

6. Intellectual Property. This disclosure and Agreement shall in no way be considered as a license or conveyance of rights under any patents or patent applications. None of the present or potential patent rights of either party in existing Information shall be affected by this Agreement. The CI, including any documents, drawings, sketches, designs, materials or samples supplied hereunder, shall remain the property of the Disclosing Party and no rights are granted to the Recipient except the limited right to use the CI as set forth above. For any new and patentable Information which results from this Agreement, all patent rights shall belong to the party whose employee(s) made the inventions, and rights in joint inventions shall be determined in accordance with existing patent laws. Neither party may, without consent of the other, file or prosecute any patent application that effectively discloses CI received from the other party. Neither party obtains by this Agreement any right, title, or interest in, nor any right to reproduce nor to use for any purpose, the name, tradenames, trade- or service marks, logos or copyrights of the other party, and a party shall not include the name of the other party in any advertising, marketing promotion, or publication without the prior written approval of the other.

7. Termination, Default and Remedies. Either party may terminate this Agreement, without cause, by giving sixty (60) days' written notice to the other party. Termination of this Agreement for any reason shall not relieve a party from its obligations incurred prior to the termination date. In the event of any default of this Agreement, the non-defaulting party, upon written notice to the defaulting party, may terminate this Agreement as of the date specified in the notice, and/or may obtain such other and further relief as may be provided by

law, including injunction or restraining order as required to prevent unauthorized disclosures of CI; and, in any such action, it shall be presumed that a breach, or threatened breach, of this Agreement will result in irreparable harm to the non-defaulting party. Within fifteen (15) days following agreement termination, each party shall return to the other all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the CI, or shall confirm to the Disclosing Party, in writing, the destruction of such materials, provided, that, a party may retain one copy of CI in its legal counsel's confidential files for the sole purpose of establishing compliance in any action arising hereunder.

8. Warranties Disclaimed. A Disclosing Party hereunder does not make any representation with respect to and does not warrant any CI provided under this Agreement, but shall furnish such in good faith. Without restricting the generality of the foregoing, a party does not make any representations or warranties, whether written or oral, statutory, express or implied with respect to the information which may be provided hereunder, including without limitation, any warranty of merchantability or of fitness for a particular purpose. Disclosing Party shall not be liable for any special, incidental or consequential damages of any nature whatsoever resulting from receipt or use of the CI by the Recipient.

9. Notices. All notices and other correspondence related to this Agreement shall be in writing and shall be delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or certification, (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the party as indicated in section 1 above. Notice shall be deemed effective on the date received. A party may change its designated representative for notice purposes at any time by written notice to the other party.

10. Entire Agreement; Changes and Amendments. This Agreement constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Agreement. No amendment to this Agreement shall be valid unless it is made in a writing signed by the authorized representatives of the parties.

11. Severability; Survival of Terms. In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect. All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.

12. Governing Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Colorado. Venue for any action arising under this Agreement shall be exclusively in the District Court in and for the County of Larimer, State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement:

CSU:
By: _____
Name: _____
Title: _____
Date: _____

PRINCIPAL INVESTIGATOR:
By: _____
Name: _____
Title: _____
Date: _____

COMPANY:
By: _____
Name: _____
Title: _____
Date: _____

PRINCIPAL INVESTIGATOR:
By: _____
Name: _____
Title: _____
Date: _____