**CSU NON-DISCLOSURE AGREEMENT**

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”) and covers any and all Confidential Information disclosed in or in conjunction with [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (the “Project”) which you may obtain as part of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ which is being conducted for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Company”) at Colorado State University (“CSU”). In consideration of being permitted to work on the Project, Company requires that the disclosure of Company and Project information be maintained as confidential.

**NOW, therefore**, you agree to the following terms and conditions:

**Confidential Information:** “Confidential Information” is information that is not currently (at Effective Date of this Agreement) in the public domain that is disclosed by the Company, whether orally, in writing, or through documentary information or otherwise, in or with respect to the Project. Confidential Information also includes research findings, data and results, proposals, research or business plans, and other technology or inventions whether or not marked “confidential” or otherwise released with an indication that it should be treated as confidential. Specifically, Confidential Information includes, without limitation, the following:

Confidential Information shall not include information that (i) becomes part of the public domain, unless by way of a breach of a duty of confidentiality, (ii) becomes available to you on a non-confidential basis from a source other than CSU, provided the source is not bound by a duty of confidentiality; or (iii) has been independently developed by you.

**Undertaking Not to Disclose:** You agree to:

(a) Refrain from divulging Confidential Information to any other person other than those who need to know the Confidential Information for the purpose of furthering the Project, including, without limitation, other CSU employees or individuals who are not assigned to or otherwise associated with the Project;

(b) Take all reasonably necessary precautions and measures to maintain the confidentiality of the Confidential Information; and

(c) Return or destroy the Confidential Information, including all copies, drawings, documents, emails and electronic files and other manifestations containing any Confidential Information to the Company upon request.

**Meetings are Not Public Disclosures:** By executing this Agreement, you acknowledge that any discussions or statements made at any meetings with respect to the Project are in no way intended to constitute a public disclosure that would invalidate any future patent application or patent, whether in the United States or elsewhere or change the character of that information as “Confidential Information” for purposes of this Agreement.

**Compelled Disclosure**: In the event that you become required to disclose any such Confidential Information, by law or otherwise, you shall provide the Company with prompt notice and consult with CSU prior to any disclosure to allow Company or CSU to intervene in the court or regulatory proceeding to allow it to protect the Confidential Information.

**Term**: The obligations of this Agreement will continue indefinitely.

**In signing this Agreement, I agree to abide by the undertakings set out above.**

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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