
DENVER PET PARTNERS

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT (TEMPLATE)

This Confidentiality and Non-Disclosure Agreement (this “Agreement”) dated effective [insert date] (the “Effective Date”) is between DENVER PET PARTNERS (“Discloser”), a Colorado nonprofit corporation, having its principal place of business at 10325 W. PONCHA PASS, LITTLETON, and [insert name] (“Recipient”), an individual residing at [insert address].

Recipient is a [select applicable role from the following: board member, operational leader, officer, staff member, volunteer] of Discloser and plays a key role in [enter type of involvement requiring this confidentiality agreement] (the “Purpose”). In pursuit of the Purpose, it will be necessary for Discloser to provide information to Recipient that is sensitive or commercially valuable to Discloser. This Agreement sets out the terms under which Recipient will retain such information in confidence.

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

- 1. Confidential Information.** “Confidential Information” means any and all information that is provided by Discloser to Recipient in furtherance of the Purpose that is either (a) explicitly and prominently marked as “Confidential”; (b) in the case of information that is exchanged verbally or made available to Recipient by way of visual observation, that is subsequently described as being confidential in a written communication from Discloser to Recipient no later than 5 business days after the information was exchanged; or (c) any other information that a reasonable person knows or reasonably should understand to be confidential. Furthermore, any and all information about patients or residents or anyone else to whom animal-assisted interaction services are provided by Denver Pet Partners, regardless of how the information is obtained, is considered confidential.
- 2. Term and Termination.** This Agreement commences on the Effective Date and will continue until 30 days after the date either party notifies the other of its intention to terminate this Agreement (the “Disclosure Period”). During and after the Disclosure Period, Recipient will maintain all Confidential Information in confidence, make no unauthorized uses of such Confidential Information and not disclose such Confidential Information to any third party who is not necessary to Recipient’s pursuit of the Purpose without Discloser’s prior written authorization. The provisions of this Agreement, including the obligation to protect Confidential Information, will survive and continue after expiration or termination of this Agreement.
- 3. Use of Confidential Information.** Recipient will:
 - a. use the Confidential Information only for the Purpose and for no other purpose without Discloser’s prior written authorization;

- b. not disclose the Confidential Information to anyone, except employees, agents or attorneys who have a need to know such information in connection with the Purpose and who have agreed in writing that (i) they will not use the Confidential Information for the benefit of or disclose the Confidential Information to any person or entity other than Recipient, whether or not such person or entity has any affiliation or relationship with Recipient, and (ii) they will be bound to confidentiality terms substantially similar to those contained in this Agreement;
- c. use the highest standard of care to protect Discloser's Confidential Information; and
- d. at Discloser's option, return or destroy any or all Confidential Information and any documents embodying or derived from the Confidential Information, and upon Discloser's request, certify in writing that no Confidential Information has been retained in any medium by Recipient.

4. Confidential Information - Exceptions. Nothing in this Agreement will in any way restrict or impair Recipient's right to use, disclose or otherwise deal in Confidential Information which Recipient can demonstrate:

- a. was at the time of disclosure in the public domain as evidenced by written publication;
- b. becomes after disclosure part of the public domain by written publication through no fault of Recipient;
- c. was prior to disclosure in Recipient's possession without having been acquired improperly and without having been directly or indirectly received from Discloser or any person, firm or corporation acting on its behalf;
- d. was after disclosure acquired by Recipient independently from a third party without breach of any agreement or violation of law; or
- e. Recipient can show was independently developed without use of or reference to the Confidential Information.

Further, disclosure of Confidential Information is not precluded if it is in response to a valid order of a court or other governmental body or is otherwise required to be disclosed by law; provided, however, that Recipient must first give written notice to Discloser and provide a meaningful and sufficient opportunity for Discloser to challenge any such order.

5. No Rights. No right, title, interest, license or permission, either express or implied, in the Confidential Information is granted to Recipient other than the limited rights set out in this Agreement. Neither party has an obligation under this Agreement to enter into any business relationship with the other party. No agency or partnership relationship is created by this Agreement.

6. Warranties. Discloser warrants that it has the right to disclose its Confidential Information to the receiving party, and that it will comply with all state, federal and international privacy laws applicable to the dissemination of personal or Confidential Information disclosed hereunder.

Otherwise, all information is provided “as is” and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

- 7. Disputes.** The parties agree that the state and federal courts located in Colorado will have exclusive jurisdiction for any dispute arising under this Agreement. The parties acknowledge that damages for improper disclosure of Confidential Information may be irreparable; therefore, in addition to all other available remedies, the injured party is entitled to seek equitable relief without being required to post any bond or other security. In any dispute or litigation between the parties arising out of or related to this Agreement, the prevailing party will be entitled to have its attorneys’ fees, reasonable expenses, related litigation costs and costs of suit (if any) paid by the non-prevailing party.
- 8. Miscellaneous.**
- a. Governing Law. This Agreement will be governed by the laws of the State of Colorado.
 - b. Non-Assignment. Neither party may assign any rights or obligations under this Agreement without the other party’s prior written consent, except that either party may assign this Agreement to a subsidiary or controlled affiliate or to a successor pursuant to a merger, consolidation or sale to an entity which acquires all or substantially all of the assigning party’s assets or business. Subject to the prior sentence, this Agreement will bind both the parties and their respective successors, assigns and legal representatives.
 - c. Notices. All notices given under this Agreement must be in writing and will be deemed given when (i) delivered personally to the recipient, (ii) sent by fax or e-mail to the recipient (with answer-back confirmation), (iii) sent to the recipient by reputable overnight courier service (charges prepaid), or (iv) sent by United States registered or certified mail (charges prepaid), addressed to the recipient at the address set forth above, or such other address as the recipient may have furnished to the other party.
 - d. Entire Agreement; Amendments Waiver. This Agreement constitutes the entire agreement between the parties concerning the exchange of Confidential Information and supersedes all prior and contemporaneous confidentiality agreements and related understandings, offers and communications between the parties, both written and oral. The terms of this Agreement may be amended, modified or waived only by a written instrument signed by the party against whom enforcement is sought. The failure of one party to insist upon adherence to any term of this Agreement, or any waiver by one party of a breach of this Agreement by the other party, will not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term in this Agreement.
 - e. Severability. If any provision of this Agreement is held invalid, void or unenforceable, the remaining provisions will not be affected thereby, and the provision in question may be replaced by the lawful provision that most nearly embodies the original intention of the parties. This Agreement will, in any event, otherwise remain valid and enforceable.
 - f. Authority; Counterparts. Each party represents and warrants that the person executing this Agreement on its behalf has full authority to execute this Agreement, and to bind it as a party to



this Agreement. This Agreement may be executed in counterparts, which together, will constitute one and the same Agreement. This Agreement, to the extent signed and delivered by fax or e-mail, will be treated in all respects as an original agreement.

The parties have caused this Agreement to be duly signed on the dates set forth below their respective signatures, effective as of the date first written above.

[insert Recipient name]

[insert DPP Authorized name]

By: _____
Printed Name: _____
Title: _____
Date: _____, 20__

By: _____
Printed Name: _____
Title: _____
Date: _____, 20__