

PATENT / INVENTION NON-DISCLOSURE AGREEMENT

This **Patent/Invention Non-Disclosure Agreement**, hereinafter known as the ("**Agreement**"), is entered into on the ____ day of _____, 20____, between _____, referred to as the "**Disclosing Party**", and _____, referred to as the "**Receiving Party**".

The parties hereto consider certain items and information (the "Invention") related to business programs, products, applications, systems, components, technologies, and business topics (the "Disclosing Party" and "Receiving Party") to be highly confidential and proprietary.

THEREFORE, the parties hereto hereby concur as follows, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein:

I. DEFINITIONS OF TERMINOLOGIES.

- a. "**Invention**" refers to all business programs, products, applications, systems, components, technologies, and business topics related information
- b. "**Confidential Information**" shall mean all information provided by Disclosing Party with respect to the Invention regardless of whether it is written, oral, audio tapes, video tapes, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, human or machine-readable documents. Confidential Information shall also include all information related to the Invention provided by Disclosing Party to Receiving Party prior to the signing of this Agreement. Confidential Information shall not include any of the following:
 1. such information in the public domain at the time of the disclosure, or subsequently comes within the public domain without fault of the Receiving Party;
 2. such information which was in the possession of Receiving Party at the time of disclosure that may be demonstrated by business records of Receiving Party and was not acquired, directly or indirectly, from Disclosing Party; or
 3. such information which Receiving Party acquired after the time of disclosure from a third party who did not require Receiving Party to hold the same in confidence and who did not acquire such technical information from Disclosing Party.
- c. "**Disclosing Party**" refers to the party disclosing invention-related

information to the other party.

- d. **“Receiving Party”** is the party receiving invention-related information from the other party.

II. Utilization of Confidential Information, III. The Receiving Party

agrees to: a. receive and safeguard the Confidential Information;

b. Expend its own money in inspecting the Confidential Information;

c. not reproduce any or all part of the Confidential Information without express written permission from the Disclosing Party;

d. Directly or indirectly, not disclose, publish, or communicate Confidential Information to another person, firm, or corporation without the express written consent of the Disclosing Party;

e. Limit internal dissemination of the Confidential Information as well as internal disclosure of Confidential Information received from the Disclosing Party to officers and employees who have an obligation to protect it and are in need of knowing;

f. use or utilize the Confidential Information only upon written consent from the Disclosing Party;

g. Do not use the Confidential Information or any part thereof as a basis for designing or creating any method, system, apparatus or device similar to those embodied therein unless the Disclosing Party has expressly authorized it in writing;

h. Take reasonable measures to prevent loss, theft, destruction, or damage to Confidential Information.

III. RETURN OF CONFIDENTIAL INFORMATION. The Disclosing Party shall retain ownership of all information disclosed by the Disclosing Party. Upon written demand from the disclosing party, the receiving party agrees to return all confidential information to that party within five days. Receiving Party shall return all information to Disclosing Party without making a copy once Receiving Party has finished reviewing the information supplied by the Disclosing Party and has decided whether or not to work with the Disclosing Party.

IV. ENFORCEMENT. The Receiving Party acknowledges and agrees that any breach of this Agreement would result in irreparable harm for which damages and/or equitable relief may be sought due to the special and sensitive nature of

the Confidential Information. The company shall be entitled to pursue all legal remedies.

V. NON-ASSIGNABLE. The Receiving Party may not assign this Agreement without the Disclosing Party's prior written consent. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assigns.

VI. TIME-PERIOD. This Confidential Information that is shared may not be disclosed by the Receiving Party to any 3rd party unless the information has been made public or written permission has been given by the Disclosing Party.

VII. NO LICENSE. By disclosing the Confidential Information, neither party grants, expressly or by implication, estoppel, or otherwise, any right or license to any patent, trade secret, invention, trademark, copyright, or other intellectual property right.

VIII. BINDING NATURE. It shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

IX. SEVERABILITY. The provisions of this Agreement are independent of and separable from one another, and no provision shall be affected or rendered invalid or unenforceable because another or others of them may be invalid or unenforceable in whole or in part for any reason.

X. GOVERNING LAW. This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions) shall be governed by the laws of the State of _____

XI. ENTIRE AGREEMENT. This Agreement contains all of the covenants, promises, agreements, conditions, and understandings between the parties, and there are no other covenants, promises, agreements, or conditions between them, either oral or written. The parties will not be bound by any subsequent alteration, amendment, change, or addition to this Agreement unless reduced to writing and signed by both parties.

Signature Disclosing Party _____ **Date**

_____ **Name in Print** _____

Signature of Receiving Party _____ **Date**

_____ **Name in Print** _____