

CONFIDENTIALITY, NON-DISCLOSURE & NON-COMPETE AGREEMENT

_____, hereafter referred to as **INVENTOR** and
_____, hereafter referred to as **RECIPIENT**, agree:

The parties intend to engage in discussion and/or negotiations regarding certain new and useful business opportunities, trade secrets, economic studies, inventions and/or scientific information; the rights relate to such information, generally regarding (Title of Invention) _____ shall be as follows:

INVENTOR claims sole rights to the information and INVENTOR is willing to disclose the same, in consideration of the following covenants and agreements made by RECIPIENT:

RECIPIENT shall hold in confidence all of such information and shall not directly or indirectly disclose to others such information. RECIPIENT shall protect such information from disclosure by reasonable means, including but not limited to at least the same level of security that RECIPIENT uses for their own most crucial proprietary and trade secret information.

Further, RECIPIENT agrees that it shall not use any advantages derivable from such information in their own business or affairs, unless the same is pursuant to an agreement with INVENTOR.

Additionally, any improvements made as a result of the disclosure by RECIPIENT shall be disclosed to INVENTOR and RECIPIENT further agrees to assign such improvements to INVENTOR and to execute any and all further documents as may be requested by INVENTOR to perfect the rights of INVENTOR to such information.

The obligations of confidentiality shall not apply to any information which was already known to RECIPIENT at the time of disclosure; was already published at the time of disclosure or that was disclosed by a third party prior to the disclosure by INVENTOR, provided that the third party had authority to make such disclosure. RECIPIENT shall notify INVENTOR, in writing, within 10 days of receipt of this disclosure, the information disclosed by INVENTOR which RECIPIENT claims falls under the provisions of this paragraph related to earlier knowledge, publication or prior disclosure.

The obligations of confidentiality will cease at such time when the information becomes generally known through no fault of RECIPIENT, or upon voluntary disclosure of such information by INVENTOR to the public, or after 1 year from the date this agreement was signed.

RECIPIENT

Signed _____

Date _____

INVENTOR

Signed _____

Date _____

INVENTOR Contact Information:

Phone _____

Email _____

Address _____

City/State/Zip _____