

CONFIDENTIAL DISCLOSURE & SECRECY AGREEMENT

This Confidential Disclosure and Secrecy Agreement is executed in the interest of enabling

(Inventor's Name)
(hereinafter referred to as The Inventor) to disclose certain details relating to an Invention called

(Invention Name)
(hereinafter referred to as The Invention) to certain authorized representatives and employees of

(Company Name)
(hereinafter referred to as The Company)

The undersigned (hereinafter referred to as The Agent) acknowledges that he/she has the authority to bind The Company to such an agreement. The Agent agrees that The Company will keep any information, disclosures, drawings or technical descriptions relating to The Invention in confidence and will not use this information nor reveal the information to anyone not covered by this agreement without the express written consent of The Inventor,

It is understood and agreed by the parties that the foregoing prohibition against the use and disclosure shall not apply to any information, secret process, disclosures, methods, drawings, data and technical descriptions which:

- (a) have become part of the public domain by publication otherwise than through disclosures made at any time by The Inventor to The Company;
- (b) were known to The Company at the time of the disclosure, such knowledge being evidenced by The Company having presented written patent proposals on the subject matters covered by this Confidential Agreement;
- (c) subsequently comes into the lawful and rightful possession of The Company lawfully from or through a party other than The Inventor or The Inventor's agents, designees or consultants.

It is further understood and agreed by the parties that this agreement shall encompass all employees, officers, directors, agents and consultants associated with The Company or any other corporations, partnerships or organizations with which The Company may be associated. The Inventor reserves the prerogative to request that additional Confidentiality Agreements be executed by such other individuals who may subsequently become privy to specific information relating to The Invention.

Any materials, data, drawings or technical disclosures of any type relating to The Invention and delivered to The Company by The Inventor shall remain the exclusive property of The Inventor until such time as The Company obtains legal usage rights to The Invention through a contractual arrangement with The Inventor. It is understood that, should The Inventor request the return of any such materials prior to the execution of a contract for use of The Invention by The Company, all originals and copies of such materials shall be returned forthwith to The Inventor.

It is agreed that the terms of confidentiality outlined in this agreement shall run for a minimum period of five years from the date indicated below.

(Agent's Signature)

(Company Name)

Print Name: _____ Title: _____

Date: _____