

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

1. **The Parties.** This is an agreement between:

a. _____ of _____ (hereinafter “Inventor”); and

b. _____ of _____ (hereinafter “Service Provider”);

the agreement concerning the confidentiality of information relating to certain intellectual property of the inventors, and more specifically, to trade secrets, inventions, and a business in the field of _____.

2. **Proposed Association Of The Parties.** The Inventor wishes to seek consultation and development from the Service Provider for the purpose of _____.

3. **Recognition Of A Compelling Need For Confidentiality.** Service Provider realizes that the Inventors have a compelling need to maintain confidentiality for the sake of protecting their business interests, trade secrets, and ability to seek patent protection for their inventions. Service Provider further recognizes that Inventors discussions with the Service Provider or its legal counsel will place Service Provider in a position of special trust and confidence with access to confidential information concerning the Inventors and their inventions.

4. **Consideration.** For the reasons explained above, Service Provider, as a precondition to discussions with the Inventors, and in partial consideration, agree and covenant with the Inventor as follows:

5. **Agreement To Maintain Confidentiality.** Service Provider shall use the Confidential Information only for the purpose of developing Inventors product as a service for hire. Service Provider agrees that neither the Service Provider nor anyone operating on his behalf will disclose or use, in any manner, any confidential or proprietary information or material concerning the Inventor’s Intellectual Property, inventions, trade secrets, business information, and the like, unless expressly authorized to do so by an Inventor in writing.

6. **Agreement To Return Confidential Materials.** Service Provider further agrees, upon the ending of discussions with the Inventor, to deliver promptly to the Inventor all documentary and other materials relating to the Inventor’s intellectual property, and all copies and electronic or photographic records thereof, within their custody or control or within the custody or control of anyone operating on the Service Provider’s behalf that anyone working at Service Provider’s place of business produced or obtained in the

course of his/her employment or engagement, or in the course of discussions with the Inventors in anticipation of a partnership or contract.

7. **Agreement To Notify About A Request.** Service Provider further agrees that if any person or entity requests, subpoenas, or otherwise attempts to obtain confidential or proprietary information or material relating to the Inventors within Service Providers' custody or control, or within the custody or control of anyone operating on their behalf, they will notify the Inventors immediately and will cooperate fully in any legal action by the Inventors seeking protection against disclosure, on the understanding that the Inventors will bear the reasonable cost of attorney's fees and expenses incurred in connection with the action.

8. **Explanation Of Terms.** As used in this agreement:
 1. The term "confidential or proprietary information or material" means all information or material that is not in the public domain and that is disclosed or otherwise made available by the Inventors or their counsel to Service Provider; or that comes to the attention of Service Provider in the course of his/her partnership or contract with the Inventors, or in the course of his/her discussions with the Inventors for such partnership or contract; or in the course of such discussions; and specifically includes, but is not limited to, information or material concerning:
 1. The nature of discussions or other communications between he/she and the Inventors with regard to a contract arrangement; and
 2. The Inventors operations, interests, and plans (including, among other matters, information material concerning business practices and procedures, competitive position; trade secrets, product concepts, designs, blueprints, software, forms processes, plots, and drawings; research and test results; practical and theoretical knowledge and techniques; production capacity and equipment; product development plans; technical, manufacturing, marketing, distribution, and pricing approaches; material sources and costs; land acquisition and development plans and costs, building acquisition and renovation plans and costs, and resale or other disposition plans and prices; financing plans, arrangements.

9. **Effect Of Breach.** Service Provider realizes that a breach of this Agreement would cause substantial harm to the operations, business and goodwill of the Inventor.

10. **Effect Of Waiver.** The Parties agree that the waiver by either Party of a breach of this Agreement does not constitute a waiver of any prior or subsequent breach.

11. **Work for Hire.** This relationship and any resulting relationship between the Inventor and Service Provider require the utmost duty of care and due diligence above what is ordinarily found in the marketplace including the duties of fair play and loyalty. Unless

or until another arrangement is arranged explicitly changing a term or terms to this agreement, all activities related to this agreement fall within the span and control of the Inventors. Service Provider assigns all rights of said intellectual property to the Inventor.

12. **Severability.** If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

13. **Authority to Sign.** The parties below warrant that they have the authority to enter into this agreement.

By: _____

Inventor

By: _____

Service Provider