

This Mutual Agreement (this “Agreement”) is made by and (**Your name and address here**), and (**they will put their company info here**)

it is necessary and desirable that each party to this agreement may disclose certain proprietary information to the other party to this agreement. The party disclosing such proprietary information shall be the “Discloser” and the party receiving such proprietary information shall be the “Recipient”. Such proprietary information when presented in printed, written, graphic or photographic or other tangible form and marked as

“Confidential” or “Proprietary” by the Discloser shall be considered confidential (the “Confidential Information”).

In consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Recipient will use reasonable care and discretion to avoid disclosure, publication or dissemination of Confidential Information and in any event will use the same care and discretion as it uses with its own similar confidential information that it does not wish to disclose, publish or disseminate. The Confidential Information is not to be disclosed to any persons other than employees and consultants or agents (if any) of the Recipients, who have a need to know the Confidential Information in order to perform their duties and who are themselves subject to nondisclosure obligations subject to nondisclosure obligations substantially similar to those set forth in this Agreement.
2. Recipient shall not use Confidential Information in any manner, nor use it the benefit of anyone but Discloser, nor circulate it within its own organization or otherwise, except to the extent necessary for negotiations, discussions and consultations with personnel or authorized representatives of Discloser or for any purpose Discloser may authorize in writing.
3. The Obligations of Recipient with respect to any particular portion of Confidential Information shall terminate or shall attach, as the case may be, when any of the following occurs: (a) It was in the public domain at the time of Discloser’s communication thereof to Recipient. (b) It entered into the public domain through no fault of Recipient subsequent to the time of Discloser’s communication thereof to Recipient. (c) It came into Recipient’s possession from a third party. (d) It was independently developed by Recipient (e) Its disclosure is required by court or government order and Recipient has given notice of the same to Discloser.

- 4. All materials furnished by Discloser to Recipient, which are designated in writing to be the property of Discloser, or which are or contain Confidential Information, shall remain property of Discloser and shall be returned to Discloser promptly at its request with all copies made thereof.
- 5. This Agreement shall govern disclosures and all communications between Discloser and Recipient relating to its subject matter that are made during the period from the date of this Agreement to the earlier of the date of which either party receives from the other party written notice that subsequent disclosures shall not be so governed, or for a period of two (2) years following the earlier of the last act of disclosure hereunder or the termination of this Agreement.
- 6. Neither is Agreement nor any disclosure of Confidential Information grants the Recipient any license or rights to any trade secrets or under any patents or copyrights.
- 7. This Agreement shall be construed in accordance with the laws of **Your State Here**. The parties agree that a breach of the confidentiality obligations by Recipient shall cause immediate and irreparable monetary damage to Discloser and shall entitle Discloser to seek injunctive relief in addition to all other remedies.

This Agreement is the complete and entire understanding of the parties with respect to its subject matter.

Agreed and accepted by:

(Your Name)- Inventor

Company _____

By: _____
Print Name /Signature

By: _____
Print Name /Signature

Title: _____

Title _____

Date: _____

Date: _____