

**(A time period for duration of this agreement is not included. You may be asked to limit the agreement for a period of one, two or more years. If it is overlooked, the agreement has no end date.)**

## **CONFIDENTIALITY AGREEMENT**

This agreement is made on \_\_\_\_\_ (date) between the *first party*,  
\_\_\_\_\_ and the *second party*,

\_\_\_\_\_

The *first party* is in possession of confidential information with regard to \_\_\_\_\_ which may have both technical and competitive sensitivity. The *first party* is willing to take the second party into confidence with regards to this invention.

### **Terms to Protect the First Party's Interests:**

- 1) The *second party* agrees to hold in confidence and not divulge by any means, written, spoken or otherwise, to anyone or any *third party*, any and all information disclosed in writing by the *first party* to the *second party* which is marked "confidential" without expressed written consent of the *first party*.
- 2) It is clearly understood that the *second party* does not obtain any rights or privileges to any and all of the *first party's* confidential information without expressed written consent of the *first party*.
- 3) The *second party* agrees to hold in confidence any and all proprietary information and business planning, including commercial or financial information, presented by the *first party* until written cancellation of the agreement is obtained from the *first party*, or for an agreed upon period of twenty four months.

### **Terms to Protect the Second Party's Interests:**

The *first party* agrees to hold harmless the *second party* should the following conditions be proven:

- A.) The *first party's* proprietary information is already in the public domain at the time of disclosure or becomes part of the public domain without breach of contract.
- B) The *second party* can establish competent proof of having acquired possession of information disclosed by the *first party* through means unrelated to and totally separate from the *second party*, directly or indirectly. This may include information received from a *third party* in good faith, in which the *third party* gained this information totally independent of and without prior knowledge or contact with the *first party's* confidential

information. Competent proof of prior disclosure of such information will be provided to the *first party* within 10 days of this agreement.

C) The *second party* may convey information to others pertaining to the proper searching and preparation and prosecution of a patent application filed by *the second party* prior to receiving knowledge of the *first party's* claim to confidential information.

Signed on behalf of the First Party

\_\_\_\_\_

Date \_\_\_\_\_

First Party Signing Witnessed by:

\_\_\_\_\_

Date \_\_\_\_\_

Signed on behalf of the Second Party

\_\_\_\_\_

Date \_\_\_\_\_

Second Party Signing Witnessed by:

\_\_\_\_\_

Date \_\_\_\_\_