

INTELLECTUAL PROPERTY NON-DISCLOSURE AGREEMENT

- 1. THE PARTIES.** This Intellectual Property Non-Disclosure Agreement, hereinafter known as the "Agreement," created this _____, is by and between _____, hereinafter known as "Releasor," and _____, hereinafter known as "Recipient," and collectively known as the "Parties."

WHEREAS, this Agreement is created for the purpose of preventing the unauthorized disclosure of the confidential and proprietary information (the "Confidential Information"). The Parties agree as follows:

- 2. AGREEMENT TYPE.** This Agreement shall be Unilateral, whereas Releasor shall have sole ownership of the Confidential Information with the Recipient being prohibited from disclosing the Confidential Information to be released by the Recipient.
- 3. DEFINITION OF CONFIDENTIAL INFORMATION.** For the purposes of this Agreement, "Confidential Information" shall include, but not be limited to, documents, records, data, drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, product developments, patent applications, know-how, experimental results, specifications, and other business information relating to the Releasor's business, assets, operations, or contracts furnished to the Recipient and/or the Recipient's affiliates, employees, officers, owners, agents, consultants, or representatives in the course of their work contemplated in this Agreement, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all work products, studies, and other materials prepared by or in the possession or control of the Recipient, which contain, include, refer to, or otherwise reflect or are generated from any Confidential Information.

However, Confidential Information does not include information that is: a) generally available to the public, b) widely used practices and/or algorithms, c) rightfully in the possession of the Parties prior to signing this Agreement, or d) independently developed or created without the use of any of the provided Confidential Information.

- 4. OBLIGATIONS.** The obligations of the Recipient shall be to hold and maintain the Confidential Information in the strictest of confidence at all times and to their agents, employees, representatives, affiliates, and any other individual or entity that is on a "need to know" basis. If any such Confidential Information shall reach a third party, or become public, all liability will be on the Recipient Party.
- 5. TIME FRAME.** The Recipient's duty to hold the Confidential Information in confidence shall remain in effect until such information no longer qualifies as a trade secret or written notice is given releasing the Recipient from this Agreement.
- 6. INTEGRATION.** This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing with the acknowledgment of the Parties.

7. **SEVERABILITY.** If a court finds that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the Parties.
8. **ENFORCEMENT.** The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and/or equitable relief may be sought. The harmed Party in this Agreement shall be entitled to all remedies available at law.
9. **SURVIVAL.** This Agreement shall govern all communications between the Parties. The Recipient understands that its obligations under Section 5 shall survive the termination of any other relationship between the Parties. Upon termination of any relationship between the Parties, the Recipient will promptly deliver to the Releasor, without retaining any copies, all documents and other materials furnished to the Recipient by the Releasor.
10. **GOVERNING LAW.** This Agreement shall be governed in all respects by the federal laws of the United States of America and the state laws of _____.
11. **INJUNCTIVE RELIEF.** A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to the Releasor for which there will be no adequate remedy at law, and the Releasor shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).
12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the Parties in writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written below.

_____	_____	_____
Releasor's Printed Name	Releasor's Signature	Date
_____	_____	_____
Recipient's Printed Name	Recipient's Signature	Date