

Sample #1

CONFIDENTIAL DISCLOSURE AND LIMITED USE AGREEMENT

between (Your Company) and _____

This Agreement is made this _____ day of _____, 20__ ("EFFECTIVE DATE"), between The (Your Company), located at (Your Location), (Your branch or department) ("SYSTEM") and _____, located at _____ ("RECIPIENT").

RECITALS:

- A. SYSTEM is the owner of technology related to _____ ("TECHNOLOGY").
- B. SYSTEM'S TECHNOLOGY is not public knowledge and is secret and will be disclosed to RECIPIENT by (Your Company) for and on behalf of SYSTEM only under the terms of this Agreement;
- C. Both parties to this Agreement consider it desirable for RECIPIENT to evaluate SYSTEM'S TECHNOLOGY;
- D. RECIPIENT is willing to receive from (Your Company) for evaluation purposes only for possible licensing of confidential scientific and technical information and data regarding TECHNOLOGY, which may include patent applications (such information and data taken together with any information derived there from or from any samples of the TECHNOLOGY provided, hereinafter referred to as "INFORMATION").

ACCORDINGLY, (Your Company) & RECIPIENT AGREE AS FOLLOWS:

1. RECIPIENT shall treat INFORMATION received from (Your Company) as confidential and the exclusive property of SYSTEM, and agrees not to disclose such INFORMATION or any part thereof to any third party for a period of five (5) years from the EFFECTIVE DATE, except for evaluation purposes contemplated by this Agreement, without first obtaining the prior written consent of (Your Company).
2. For a period of five (5) years from the EFFECTIVE DATE, RECIPIENT agrees that INFORMATION received from (Your Company) shall be used only for the evaluation purposes contemplated by this Agreement and shall not be used for any other purposes without the prior written consent of (Your Company) or until further licensing agreement is concluded between the parties concerning the use of INFORMATION. Upon (Your Company)'s request, detailed results of any such evaluation shall be made available in written form by RECIPIENT.
3. RECIPIENT further agrees to take all practicable steps to ensure that the INFORMATION and any information derived there from shall not be used by its officers, employees or agents, except on like terms of confidentiality as aforesaid, and that it shall be kept fully private and confidential by them with the same diligence given their own. However, RECIPIENT may disclose INFORMATION to any employees and/or agents who need to know of INFORMATION for purpose of assisting RECIPIENT in making an evaluation of INFORMATION, provided that such employees and/or agents shall have agreed in writing to be bound by terms of this Agreement or have entered into an agreement of similar scope and obligations with RECIPIENT to protect and limit the use of the INFORMATION.
4. The above provisions of confidentiality shall not apply to that part of the INFORMATION which RECIPIENT is clearly able to demonstrate:
 - a. was in the public domain at the time of disclosure;
 - b. later became part of the public domain through no act or omission of the RECIPIENT, its employees, agents, successors or assigns;
 - c. was lawfully disclosed to the RECIPIENT by a third party having the right to disclose it;
 - d. was already known by the RECIPIENT at the time of disclosure;
 - e. was independently developed by the RECIPIENT without reference to INFORMATION; or
 - f. is required to be disclosed for compliance with applicable law, government regulation or court order; however, RECIPIENT must give (Your Company) prompt, advance notice of its need to disclose and agrees to cooperate with (Your Company) in an effort to narrow or avoid such disclosure, obtain an available protective order, or the like.
5. Confidential INFORMATION shall not be deemed to be available to the public or be in RECIPIENT'S possession merely because it:
 - a. includes information that falls within an area of general knowledge available to the public or to RECIPIENT (i.e. it does not include the specific INFORMATION provided by (Your Company)); or

- b. can be reconstructed in hindsight from a combination of information from multiple sources that are available to the public or RECIPIENT, if none of those sources actually teaches or suggests the entire combination, together with its meaning and importance.
- 6. RECIPIENT agrees that, at the (Your Company)'s written request, RECIPIENT shall return to (Your Company) any and all INFORMATION, if in a form suitable to be returned, within thirty (30) days after the request. However, RECIPIENT is permitted to retain one copy within its legal files for the purpose of monitoring compliance with this Agreement.
- 7. Nothing herein contained shall be deemed to grant any rights or licenses under any patents or patent applications or under any know-how, technology or inventions related to INFORMATION. INFORMATION shall at all times remain the sole property of (Your Company).
- 8. In the event of a breach or threatened breach or intended breach of this Agreement by RECIPIENT, (Your Company), in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.
- 9. The parties' rights and obligations under this Agreement may not be sold, assigned, or otherwise transferred.
- 10. The validity and interpretation of this Agreement, and legal relations of the parties to it, shall be governed by the laws of the State of (Location).

(Your Company)
 RECIPIENT

 (Your Name)
 (Your Title)
 Date: _____

 Typed Name:
 Typed Title:
 Date: _____

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Sample #2

Mutual

CONFIDENTIAL DISCLOSURE AND LIMITED USE AGREEMENT

between The (Your Company) and _____

This Agreement is made this _____ day of _____, 20__ ("EFFECTIVE DATE"), between The (Your Company), located at (Your location) ("(Your Company)"), as a component of (Your Branch or department) ("SYSTEM") and _____, located at _____ ("COMPANY").

RECITALS:

A. The representatives of (Your Company) and COMPANY intend to hold discussions regarding _____ technology ("TECHNOLOGY").

B. Each party is willing to receive from the other party for evaluation purposes only for possible licensing of confidential scientific and technical information and data regarding TECHNOLOGY, which may include patent applications (such information and data taken together with any information derived there from or from any samples of the TECHNOLOGY provided, hereinafter referred to as "INFORMATION").

C. Each party has INFORMATION that is not public knowledge and is secret and may be disclosed to the other party only under the terms of this Agreement.

ACCORDINGLY, (Your Company) & COMPANY AGREE AS FOLLOWS:

- 1. Each party shall treat INFORMATION received from the other party as confidential and the exclusive property of the other party, and agrees not to disclose such INFORMATION or any part thereof to any third party for a period of five (5) years from the EFFECTIVE DATE, except for evaluation purposes contemplated by this Agreement, without first obtaining the prior written consent of the other party. INFORMATION disclosed shall be marked "Confidential" and all oral

disclosures of INFORMATION shall be reduced to writing within thirty (30) days of said disclosure.

2. For a period of five (5) years from the EFFECTIVE DATE, each party agrees that INFORMATION received from the other party shall be used only for the evaluation purposes contemplated by this Agreement and shall not be used for any other purposes without the prior written consent of the disclosing party or until further licensing agreement is concluded between the parties concerning the use of INFORMATION. Upon either party's request, detailed results of any such evaluation shall be made available in written form by the other party.

3. Each party further agrees to take all practicable steps to ensure that the INFORMATION and any information derived there from shall not be used by its officers, employees or agents, except on like terms of confidentiality as aforesaid, and that it shall be kept fully private and confidential by them with the same diligence given their own. However, either party may disclose INFORMATION to any employees and/or agents who need to know of INFORMATION for purpose of assisting in evaluation of INFORMATION, provided that such employees and/or agents shall have agreed in writing to be bound by terms of this Agreement or have entered into an agreement of similar scope and obligations with the disclosing party to protect and limit the use of the INFORMATION. RECIPIENT acknowledges that (Your Company) and SYSTEM are subject to the (Your State' Statute. Example:Ohio Public Information Act).

4. The above provisions of confidentiality shall not apply to that part of the INFORMATION which either party is clearly able to demonstrate:

- a. was in the public domain at the time of disclosure;
- b. later became part of the public domain through no act or omission of the recipient party, its employees, agents, successors or assigns;
- c. was lawfully disclosed to the recipient party by a third party having the right to disclose it;
- d. was already known by the recipient party at the time of disclosure;
- e. was independently developed by the recipient; or
- f. is required to be disclosed for compliance with applicable law, government regulation or court order; however, the party required to disclose INFORMATION must give the other party prompt, advance notice of its need to disclose and agrees to cooperate with the other party in an effort to narrow or avoid such disclosure, obtain an available protective order, or the like.

5. Confidential INFORMATION shall not be deemed to be available to the public or be in the other party's possession merely because it:

- a. includes information that falls within an area of general knowledge available to the public or to the recipient party (i.e. it does not include the specific INFORMATION provided by the disclosing party); or
- b. can be reconstructed in hindsight from a combination of information from multiple sources that are available to the public or RECIPIENT, if none of those sources actually teaches or suggests the entire combination, together with its meaning and importance.

6. Each party agrees that, at the other party's written request, such party shall return to the other party any and all INFORMATION, if in a form suitable to be returned, within thirty (30) days after the request. However, the recipient party is permitted to retain one copy within its legal files for the purpose of monitoring compliance with this Agreement.

7. Nothing herein contained shall be deemed to grant any rights or licenses under any patents or patent applications or under any know-how, technology or inventions related to INFORMATION. INFORMATION shall at all times remain the sole property of (Your Company).

8. In the event of a breach or threatened breach or intended breach of this Agreement by either party, the other party, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

9. The parties' rights and obligations under this Agreement may not be sold, assigned, or otherwise transferred.

10. The validity and interpretation of this Agreement, and legal relations of the parties to it, shall be governed by the laws of the State of (.Your State).

(Your Company)

COMPANY

(Your Name)
(Your Title)
Date: _____

Typed Name:
Typed Title:
Date: _____