

Confidentiality Agreement

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Inventor: _____

(Print Full Legal Name)

Inventor's City and State: _____

Title of Invention or Project No.: _____

Sole Reason for Disclosure: _____

The undersigned indicates by his/her signature to be legally bound to treat all information disclosed by the above inventor as confidential material whereby no part of said information shall be disclosed to third parties or used for any purpose whatsoever outside of the intended purpose shown above, as reason for disclosure. The undersigned will neither use nor cause others to use, nor divulge to third parties, all or any part of said information, in any way, outside of the intended purpose shown above. Furthermore, any improved embodiments that are based upon or arise from the disclosed invention, even if they do not directly incorporate elements of the disclosed invention, shall be considered confidential. However, the undersigned shall not be bound with respect to any of the disclosed information that:

- A. Is, on the effective date below, part of the public domain.
- B. At the time of its receipt from the inventor was already known by the undersigned.
- C. Comes into the possession of the undersigned from a third party having the right to disclose thereto.

If the undersigned wishes to claim exemption under either A or B above, the undersigned will immediately interrupt the disclosure and inform the inventor of the potential exemption. The undersigned will immediately provide documentation of his or her prior knowledge of the subject matter of the invention. Failure to promptly interrupt the disclosure and show documentation of prior knowledge shall waive the right of the undersigned to claim exemption. If the undersigned wishes to claim exemption under C above, the undersigned agrees to promptly inform inventor of the receipt of the information from the third party and show documentation that the third party has a right to disclose the information. If the undersigned is unable to show that the third party has the right to lawfully disclose the information, the undersigned shall continue to be bound to treat the matter as confidential.

We hereby agree to keep the above-described subject matter confidential:

Print name, signature, title, and date _____

Print name, signature, title, and date _____

Print name, signature, title, and date _____

Print name, signature, title, and date _____