

Non-disclosure agreement



**ASSIGN
BUSTER**

Subject.

The Agreement is concluded in order to prevent the unauthorized disclosure of Confidential Information as defined below. The parties agree and acknowledge entering into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (hereinafter termed as “ Confidential Information”). This Agreement shall govern the conditions of disclosure.

Definition of Confidential Information. For purposes of this Agreement, “ Confidential Information” shall include all technical information, business information or material that has or could have commercial value or other utility in the business in which the COMPANY is engaged. It includes all methods, processes, formulae, systems, techniques, inventions, patents, trade secrets, computer programs, research projects, business methods, financial data, etc.

Confidential Information may be in form of electronic documents and files, physical documents and oral communications. If Confidential Information is transmitted orally, the COMPANY shall indicate in writing that such communication be constituted as Confidential Information. Confidential information also includes any written works, which were produced by the EMPLOYEE at the COMPANY’s demand. The COMPANY shall label or stamp all written documents with the wording “ CONFIDENTIAL”, acting as an indicator.

Exclusions from Confidential Information. EMPLOYEE's obligations under this

Agreement does not extend to information that is:

- (a) Publicly known at the time of disclosure, or subsequently becomes publicly known through no fault of the EMPLOYEE;
- (b) Learned by the EMPLOYEE through legitimate means other than from the COMPANY or COMPANY's representatives;
- (c) Is disclosed by COMPANY with COMPANY's prior written approval;
or
- (d) Is produced by the EMPLOYEE before the COMPANY actually discloses it to the EMPLOYEE.

Obligations of EMPLOYEE. EMPLOYEE shall hold and maintain the Confidential

Information in strictest confidence, for the sole and exclusive benefit of the COMPANY. EMPLOYEE shall carefully restrict access to Confidential Information to other employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. EMPLOYEE shall not, without prior written approval of COMPANY, use for EMPLOYEE's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their personal benefit or to the detriment of COMPANY, any Confidential Information.

EMPLOYEE shall return to COMPANY any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately, if the COMPANY requests it in writing. EMPLOYEE shall return to the COMPANY all material and documents that

contain Confidential Information, and shall not retain any of these copies.

EMPLOYEES shall not disclose CONFIDENTIAL INFORMATION to future employers or use it themselves, at any time even after termination.

Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be valid and interpreted so as best to effect the intent of the parties.

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 a writing signed by both parties.

Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. COMPANY will be entitled to obtain an injunction to ensure that no infringement of this Agreement occurs.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors in interest of such party. Each party has signed this Agreement in WITNESS.

References:

1. http://inventors.about.com/gi/dynamic/offsite.htm?zi=1/XJ/Ya&sdn=inventors&cdn=money&tm=347&gps=197_10_588_283&f=00&tt=

14&bt= 1&bts= 1&zu= [http%3A//www.inventnet.com/nondisclosure.html](http://www.inventnet.com/nondisclosure.html)

2. <http://www.inventionconvention.com/ncio/inventing101/003.html>

3. <http://www.ilrg.com/forms/non-disc.html>

4. <http://www.score.org/downloads/NonDisclosureAgreement.pdf>

5.