

CONFIDENTIAL DISCLOSURE AGREEMENT ¹

The Parties to this Confidential Disclosure Agreement are _____, located in _____ (city), _____ (state) hereinafter called "DISCLOSER"; and _____, located in _____ (city), _____ (state) hereinafter called "RECIPIENT".

Pursuant to recent preliminary discussions between DISCLOSER and RECIPIENT, RECIPIENT is interested in obtaining information about a certain new invention conceived and developed by DISCLOSER pertaining to a _____, hereinafter called the INVENTION. RECIPIENT needs such information in order to evaluate the marketability and other aspects of the INVENTION.

In order for RECIPIENT to properly evaluate the INVENTION, it will be necessary for DISCLOSER to disclose to RECIPIENT various products, processes, samples, designs, calculations, materials, and other information, including oral communications, that are proprietary to DISCLOSER. Release of such information or unauthorized use of the information could be adverse to the interests of DISCLOSER. Accordingly, it is necessary that DISCLOSER protect this proprietary information. For that purpose, this Confidential Disclosure Agreement sets forth the terms and conditions under which DISCLOSER will disclose to RECIPIENT this proprietary information regarding the INVENTION.

For a period of three (3) years from the date of this Confidential Disclosure Agreement, RECIPIENT agrees to maintain in confidence and to use only for the purposes of evaluation as set forth above all products, processes, samples, designs, calculations, materials, and other information, including oral communications, it receives from DISCLOSER related to the INVENTION. RECIPIENT agrees that it will not disclose such information to third parties without the express written consent of DISCLOSER, and then only for the purposes of the above-described evaluation. RECIPIENT further agrees that it will not use such information for any purpose other than the above-described evaluation without the express written consent of DISCLOSER. Upon request by DISCLOSER, RECIPIENT agrees to return to DISCLOSER all items provided to it by DISCLOSER.

In recognition of the possibility that RECIPIENT may come into possession of such or substantially similar information as is provided to it by DISCLOSER through its own independent efforts or the independent efforts of third parties, it is agreed that the provisions of this Confidential Disclosure Agreement do not apply to the following:

1. Information that is in the public domain at the time of disclosure by DISCLOSER, or that later enters the public domain through no fault of RECIPIENT;
2. Information that RECIPIENT has in its possession at the time of disclosure by DISCLOSER, possession of such information being documented; and

3. Information RECIPIENT obtains from a third party that is under no obligation of confidence to DISCLOSER.

The Parties agree that no right, interest, or title to the INVENTION shall accrue to either RECIPIENT or to any of its employees or agents because of the participation thereof in the above-described evaluation. The Parties further agree that all expenses associated with the evaluations performed by RECIPIENT of the INVENTION shall be borne solely by RECIPIENT.

The Parties agree that any derivative intellectual property rights developed as a result of disclosure under this agreement will be owned solely by DISCLOSER unless otherwise agreed to by the Parties.

No termination of this Confidential Disclosure Agreement, however effected, shall relieve either Party of any obligation as accrued to the date of such termination.

This Confidential Disclosure Agreement shall be binding upon and inure to the benefit of the Parties and of their respective heirs, assigns, successors, executors, and personal representatives.

This Confidential Disclosure Agreement shall be construed and enforced according to the laws of the State of Wisconsin.

UNDERSTOOD AND AGREED TO:

SM

By: _____
NAME: _____

By: _____
NAME: _____

Date

Date

Place

Place

Witness

920-522-9130
Witness

1. The use of this Confidential Disclosure Agreement does not imply an Attorney-Client relationship by and between Brannen Law Office, LLC and the Discloser or Recipient. All parties are advised to consult with an attorney before entering into this or any other contract. 2008 © Brannen Law Office, LLC