**PATENT (INVENTION) CONFIDENTIALITY AGREEMENT**

This Agreement, effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an individual, with the address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “INVENTOR”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with the address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “RECIPIENT”) confirms the terms under which the INVENTOR may disclose proprietary information and materials possessed, developed or acquired by INVENTOR with respect to one or more inventions of INVENTOR. RECIPIENT wishes to receive from INVENTOR such proprietary information and materials as INVENTOR desires to disclose for the sole purpose of evaluating INVENTOR’s inventions.

INVENTOR shall mark as “confidential” all written materials it regards as embodying proprietary information and materials so RECIPIENT is aware that its receipt of such materials is governed by the terms of this Agreement. Oral disclosure of proprietary information to RECIPIENT will be reduced to writing within thirty (30) days of oral disclosure by the INVENTOR and clearly marked as “confidential”. RECIPIENT agrees that any such information and materials shall be maintained in secrecy and shall not, except to the extent authorized by the INVENTOR in writing, knowingly use such information and materials for any purpose other than the use contemplated hereby; and RECIPIENT will use all reasonable diligence to prevent unauthorized use or disclosure by RECIPIENT for a period of five (5) years from the signing of this Agreement; provided, that RECIPIENT shall have the right to disclose such information and materials to its necessary personnel, which shall include employees, and to independent searchers, consultants, subcontractors and patent office personnel who have agreed to maintain the confidential nature of such information and materials.

RECIPIENT shall have the right to challenge any claim of proprietary right and obligation of confidentiality of such information and materials claimed to constitute a proprietary right by showing that such information and materials are already in its or its affiliates possession prior to receipt thereof from the INVENTOR hereunder. No obligation of confidentiality shall exist as to information and materials that:

1. are in the public domain by public use, publication, general knowledge or the like, or after disclosure hereunder become general or public knowledge, through no fault of RECIPIENT, or

2. are properly obtained by RECIPIENT from a third party for use or disclosure.

Any and all proprietary written materials or other information or samples in tangible form received by RECIPIENT from INVENTOR shall, upon request, be immediately returned, except for one single copy which may be retained to establish a record of what was received.

This Agreement shall be interpreted and enforced under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Both parties hereby consent to the jurisdiction of the federal and state courts located in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with respect to the subject matter hereof.

This Agreement constitutes the full understanding of the parties and a complete and exclusive statement of the terms of their agreement with respect to the subject matter hereof. If any part of this Agreement shall be held invalid or unenforceable in any application, such invalidity and/or unenforceability shall not affect such provision in any other application or any other provision of any application. No modification or alteration of this Agreement shall be effective unless in writing and signed by the respective parties.

It is understood that no patent right or license is hereby granted to RECIPIENT by this Agreement and that the disclosure of proprietary information and materials shall not result in any obligation to grant RECIPIENT any rights in and to the subject matter of INVENTOR.

**RECIPIENT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INVENTOR**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_