



Non-disclosure & Intellectual Property Rights Agreement

This Agreement is between _____ ("OWNER"); and _____
an individual residing at _____ ("RECIPIENT").

WHEREAS, OWNER has developed through substantial effort, research, time, and expense certain inventions, design concepts, methodologies, technical know-how, copyrightable material and trade secrets directed and related to _____ ("INFORMATION");

WHEREAS, OWNER desires to disclose the INFORMATION on a confidential basis to RECIPIENT solely for the purposes of evaluating the INFORMATION for possible future business arrangements; and

WHEREAS, OWNER wishes to maintain the confidentiality of the INFORMATION and the protection of OWNER'S intellectual property rights.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. CONFIDENTIAL INFORMATION

- A. OWNER agrees to disclose INFORMATION to RECIPIENT to facilitate possible future business dealings between the parties.
- B. RECIPIENT agrees to receive such INFORMATION and to refrain from copying, disclosing, using, selling, or offering for sale any and all of said INFORMATION, other than at the request of OWNER, with the exceptions as provided in paragraph C herein. RECIPIENT agrees to keep confidential and refrain from disclosing any and all of the INFORMATION, and to take all necessary and reasonable steps to prevent unauthorized disclosure or use of any and all of the INFORMATION.
- C. Notwithstanding paragraph B, RECIPIENT shall not be liable for disclosure or use of INFORMATION only if, and only to the extent that, said INFORMATION was in the public domain at the time it was disclosed by OWNER, or was known to and recorded in writing by RECIPIENT prior to the time of disclosure by OWNER, or is received from a third party or passes into the public domain without breach of this Agreement. With respect to any INFORMATION known by RECIPIENT prior to the time of disclosure by OWNER that RECIPIENT believes to constitute the INFORMATION, or any portion thereof, RECIPIENT shall disclose to OWNER an adequate written description of the INFORMATION within fourteen (14) days of the disclosure by OWNER.
- D. This is not an offer for sale or license. No right or license is granted by OWNER to RECIPIENT in connection with the technical information or inventions disclosed under this agreement. All documents or materials constituting the INFORMATION and all reproductions thereof shall at all times remain the sole property of OWNER and shall promptly be returned by RECIPIENT upon request.
- E. This Agreement shall remain in force in spite of disclosure of the INFORMATION by OWNER in the form of patent applications, copyright applications, or other disclosures by OWNER.

II. RESTRICTIONS

- A. Except for the express written consent of OWNER, RECIPIENT agrees:
 - 1. Not to use or disclose to another person or entity any confidential information of OWNER;
 - 2. Not to make, or cause to be made, any copies, facsimiles or other reproductions including data files of any documents containing confidential information of OWNER; and
 - 3. To use all other reasonable means to maintain the secrecy and confidentiality of the confidential information of OWNER.

B. RECIPIENT further agrees, at the request of OWNER:

1. To immediately return to OWNER all of the items in the possession of RECIPIENT which relate to or which disclose in whole or in part any confidential information of OWNER; and
2. To refrain from using or disclosing to any other person or entity any confidential information of OWNER.

III. INTELLECTUAL PROPERTY

A. Title and Copyright Assignment

1. All products and results of RECIPIENT'S services rendered hereunder (the "Work") are works made for hire. RECIPIENT acknowledges and agree that the Work (and all rights therein, including, without limitation, copyrights) belongs to and shall be the sole and exclusive property of OWNER.
2. Notwithstanding the foregoing, RECIPIENT also hereby assigns and transfers to OWNER, its successors and assigns, the entire right, title, and interest in and to all copyrights in the Work; all registrations and copyright applications relating thereto and all renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights; and all rights corresponding to the foregoing throughout the world.
3. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, RECIPIENT hereby waives and appoints OWNER to assert on RECIPIENT'S behalf RECIPIENT'S moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the Work, in any medium, for OWNER'S purposes.
4. RECIPIENT agrees to execute all papers and to perform such other proper acts as OWNER may deem necessary to secure for OWNER or its designee the rights herein assigned.

B. Patent Assignment

1. RECIPIENT may invent new, original, and ornamental or useful inventions in the course of or related to RECIPIENT'S business relationship with OWNER ("the Inventions").
2. RECIPIENT hereby assigns and/or transfers to OWNER, its successors or assigns, the entire right, title, and interest in and to said Inventions, and any patent and patent applications deriving there from for any such invention in the United States and throughout the world, including the right to file foreign applications directly in the name of OWNER and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise; and to cooperate with OWNER as may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing said patent or patent applications in the United States and throughout the world for said Inventions, and for perfecting, recording, or maintaining any such title in OWNER.
3. Notwithstanding the above, RECIPIENT shall not assign and/or transfer any invention for which no confidential information of OWNER was used, unless the invention results from any work performed by RECIPIENT for OWNER.

C. Ownership of Trademarks

RECIPIENT hereby acknowledges that OWNER shall retain all right, title, and interest in all trademarks, trade dress, and good will that results from the INFORMATION or any use or offer to sell thereof.

IV. COVENANT NOT TO SUE

RECIPIENT shall not institute any action or suit at law or in equity against OWNER, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action arising out of the INFORMATION or any INTELLECTUAL PROPERTY thereof, including but not limited to, claim, demand, action, or cause of action for invalidating any INTELLECTUAL PROPERTY of OWNER.

V. DAMAGES AND SPECIFIC PERFORMANCE

RECIPIENT agrees that should RECIPIENT breach any of the promises contained in this Agreement that OWNER would suffer irreparable harm and OWNER would be without adequate remedy at law and that OWNER may obtain injunctive relief, including specific performance of the Agreement, as well as monetary award for damages suffered by OWNER for RECIPIENT'S breach of this Agreement.

VI. NO WAIVER

Failure at any time to require performance of any of the provisions herein shall not waive or diminish a party's right thereafter to demand compliance therewith or with any other provision. Waiver of any default shall not waive any other default. A party shall not be deemed to have waived any rights hereunder unless such waiver is in writing and signed by a duly authorized officer of the party making such waiver.

VII. SEVERABILITY

Should a court of competent jurisdiction find that any portion of this Agreement is invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall use reasonable efforts to substitute a valid, legal, and enforceable provision that implements purposes of the provision so held invalid, illegal, or unenforceable to any extent permissible under the law.

VIII. MERGER/MODIFICATION IN WRITING

RECIPIENT agrees that this Agreement shall supersede all prior agreements and shall not be modified by either party except in writing and by agreement between both parties. Notwithstanding this paragraph, RECIPIENT shall honor all prior obligations concerning confidentiality of OWNER'S confidential INFORMATION.

IX. CHOICE OF LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California in the Central District of California. Any dispute involving the terms or conditions of this Agreement shall be brought in the Central District of California or a California State court of competent subject matter jurisdiction therein. Each of the parties hereby submits to the personal jurisdiction of said court.

IN WITNESS WHEREOF, the parties have executed this agreement as of the latest date indicated below.

OWNER

RECIPIENT

(Signature)

(Signature)

(Date)

(Date)