

Non-Disclosure Agreement

I, _____ [full name], do covenant and agree that I will not directly or indirectly, disclose, communicate, divulge, or furnish to or use for the benefit of myself or any other person, firm, or corporation, the information, business plans, ideas, processes, designs, products, technical specifications, discoveries, data, trade secrets, and other proprietary information (collectively, the "Information"), disclosed by _____ which may have been, or may in the future be disclosed to _____.

In return for receiving the information, _____ has agreed to retain such information in confidence and not to publish, make available or otherwise disclose any part or portion of such information to any third party except with the prior express written consent of an authorized representative of _____, unless such information can be shown by documentary evidence to be in the public domain.

_____ has agreed to use its best efforts and all reasonable precautions to assure that such information disclosed to _____ verbally, by written material, by electronic data storage media, or by any other means is properly protected from unauthorized disclosure to any third party. _____ has also agreed not to make copies of such materials that may be given to _____ and to return all copies of such material immediately upon the request of _____. _____ further agrees that all such information is owned by _____ and is confidential, valuable and essential to the ongoing conduct of _____'s business. _____ has further agreed not to use, exploit, and/or commercialize such information for his/her benefit or for the benefit of other third parties. This Agreement shall not be construed as granting any license or other rights to _____.

We agree to be legally bound by the terms of this Agreement and have executed it this _____ day of _____, 20__.

Employee Signature

Date

Employer Signature

Date
