

The University of _____
Non-Disclosure and Secrecy Agreement
Agreement No.

NON-DISCLOSURE AND SECRECY AGREEMENT

This NON-DISCLOSURE AND SECRECY AGREEMENT is made as of the _____ day of _____, 200__, by and between _____ (the "Company") and _____ (the "Agent").

WHEREAS, the Company has retained the Agent, and the Agent has agreed to work for the Company in connection with the project described in Exhibit A attached hereto (the "Project"); and

WHEREAS, the Company is the owner of patents, patent applications, technology, know-how, and trade secrets relating to the Project and the Product (as defined in Exhibit A attached hereto) to be developed and marketed in connection therewith (the "Proprietary Technology");

NOW THEREFORE, in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. Development of Inventions and Improvements. The Agent shall keep the Company informed of all inventions, discoveries, improvements, trade secrets, and secret processes made by the Agent, in whole or in part, or conceived of by the Agent, alone or with others, which result from any work performed for, or at the request of, the Company and which relate in any way to the Proprietary Technology.
2. Assignment of Inventions and Improvements. The Agent hereby assigns and transfers to the Company and its successors and assigns all right, title, and interest in and to all inventions, discoveries, improvements, trade secrets, secret processes, patents, patent applications, service marks, trademarks, trademark applications, copyrights, and copyright registrations which relate in any way to the Proprietary Technology and which the Agent, alone or with others, has or will conceive, make, acquire, or suggest at any time during the term the Agent is retained by the Company.
3. Cooperation. To the extent the Company deems it necessary or desirable to effect the intent of this Agreement and to facilitate the assignment provided in Section 2 hereof, the Agent shall assist the Company or its nominee to obtain patents for any inventions, discoveries, improvements, trade secrets, or secret processes in any country throughout the world. The Agent shall execute and deliver any applications, assignments, or other instruments and papers necessary to secure United States or foreign patents or the renewal or continuation thereof and to

transfer to the Company, as requested, all right, title, and interest in and to such inventions, discoveries, improvements, trade secrets, or secret processes, or the renewal or continuation thereof, and shall provide to the Company, as requested, all facts known to the Agent regarding such inventions, discoveries, improvements, trade secrets, and secret processes and all sketches, drawings, models, figures and other information with respect to any of the foregoing.

4. Non-Disclosure. The Company shall disclose certain Proprietary Technology to the Agent. The Agent shall not, at any time, except with the express written consent of the Company, publish, disclose, or authorize anyone else to publish or disclose any secret or confidential matter relating to any aspect of its agency hereunder or to any Proprietary Technology. The Agent shall take all necessary and appropriate steps to ensure that the confidentiality of the Proprietary Technology will be maintained.

5. Damages for Breach. In the event that the Agent shall breach this Agreement, or in the event that such breach appears to be an immediate possibility, the Company shall be entitled to all legal and equitable remedies afforded by law as a result thereof, without the necessity of showing or proving any actual damage sustained by it and may, in addition to any and all other forms of relief, recover from the Agent all reasonable costs and attorneys' fees incurred by it in seeking any such remedy. In view of the practical impossibility of determining by computation or legal proof the exact amount of damages resulting to the Company a violation by the Agent of this Agreement, the Agent agrees that if it shall disclose any Proprietary Technology except as herein permitted, it shall pay to the Company as liquidated damages for each such disclosure the sum of \$_____ unless actual damage in excess of \$_____ is proved, in which case the amount actually proved shall be assessed as damages for each such breach. The Agent agrees that the amount of liquidated damages set forth herein are fair and proper and are not a penalty. The provisions of this paragraph constitute an essential condition without which this Agreement would not have been made.

6. Covenant Not to Compete. During the period of his engagement by the Company and for a period of ____ (__) years thereafter, the Agent shall not compete with the Company, either directly or indirectly. The Agent shall be deemed to be competing with the Company if, among other things, he is employed by, works for, engages in, becomes associated with, furnishes information to, provides consultation service to, or communicates with any of the Company's customers on behalf of any business entity or other person (either as partner, officer, director, ___% shareholder, consultant, employee, distributor, agent or otherwise) which (a) engages in any activity materially adverse to the business or welfare of the Company or (b) competes or may reasonably be construed to compete with the Company (in its business as carried on at the time of such termination) within the State of ____ or any other geographic region in which the Company or its successor in interest is engaged in business. The Agent hereby expressly waives any objection to or defense in respect of the geographical scope or duration of the restriction on competition provided in this Paragraph 6. The restriction on competition provided in this Paragraph 6 may be enforced by the Company by an action for an injunction and an action for damages, it being agreed that (in view of the practical impossibility of determining by

computation or legal proof the exact amount of damages resulting to the Company from a violation by the Agent of the provisions of this covenant not to compete) liquidated damages are hereby fixed at \$____ for each violation of the Agent's covenant not to compete expressed in this Paragraph 6, unless actual damages in excess of \$____ are proved, in which case the amount actually proved shall be assessed as damages for each such breach. The provisions of this Paragraph 6 shall survive the termination of any other obligation of the Agent under this Agreement from any cause whatsoever.

7. Survival of Obligations. The obligations of the Agent contained in this Agreement shall survive and continue for a period of two years after the completion of the Agent's engagement by the Company.

8. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

9. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of _____.

THE COMPANY

By: _____
(Officer)

THE AGENT
