

Work For Hire and Proprietary Agreement

THIS WORK-FOR-HIRE AND PROPRIETARY AGREEMENT is made by and between _____ [YOUR COMPANY] and _____ (“Contractor”), with offices at [street address, city, state, zip code], and shall be considered effective as of the date last signed.

WHEREAS, Contractor has been or will be engaged in the performance of work in the area of _____, and in connection therewith will be given access to certain confidential and proprietary information; and

WHEREAS, Company and Contractor wish to evidence by this agreement the manner in which said confidential and proprietary information will be treated.

NOW, THEREFORE, it is agreed as follows:

1. Confidential Information. “Confidential Information” means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment). Confidential Information shall include without limitation technical data, trade secrets and know-how, including, but not limited to, research, product plans, products, services, suppliers, customer lists and customers, prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets and other business information. Confidential Information shall not, however, include any information which: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known and generally available after disclosure by the Disclosing Party to the Recipient through no wrongful action by the Recipient; (iii) is already in the possession of the Recipient at the time of disclosure by the Disclosing Party, as shown by the Recipient’s files and records immediately prior to the time of disclosures; (iv) is obtained by the Recipient from a third party without a breach of such third party’s obligations of confidentiality; (v) is independently developed by the Recipient without use of or reference to the Disclosing Party’s Confidential Information, as shown by documents and other competent evidence in the Recipient’s possession; or (vi) is required by law to be disclosed by the Recipient, provided that the Recipient gives the Disclosing Party prompt written notice of such required disclosure prior to such disclosure and assistance in obtaining an order protecting said Confidential Information from public disclosure.

2. Non-Use and Non-Disclosure. The Recipient of any Confidential Information from the Disclosing Party agrees not to use said Information for any other purpose except for which Recipient has been engaged. The Recipient further agrees not to disclose the Disclosing Party’s Confidential Information (i) to any third party without the prior written consent of the Disclosing Party, or (ii) to those employees or agents of Recipient, who are **not** required to have that Information in order to evaluate or engage in discussions concerning the purpose of this Agreement as set forth in Section 1 above. The Recipient shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects, which embody the Disclosing Party’s Confidential Information and which are provided to the Recipient hereunder.

3. Maintenance of Confidentiality. The Recipient agrees to take reasonable measures to protect the secrecy, and avoid disclosure and unauthorized use, of any of the Disclosing Party’s Confidential Information disclosed hereunder. Without limiting the foregoing, each party shall take at least those measures that it/they take to protect its/their own most highly confidential information.

4. No Obligation. Nothing herein shall obligate [YOUR COMPANY] or [CONTRACTOR] to proceed with any transaction between them, and each said party reserves the right, in its/their sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

5. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which has been disclosed by the Disclosing Party to the Recipient hereunder, and all copies thereof which are in the possession of the Recipient, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon the Disclosing Party’s written request.

6. No License. Nothing in this Agreement is intended to grant Recipient any rights in or to any Confidential Information disclosed hereunder and belonging to the Disclosing Party, except as expressly set forth herein.

7. Term. The obligations of the Recipient to protect the confidentiality of any Confidential Information disclosed hereunder by the Disclosing Party shall survive until such time as such Confidential Information becomes publicly known or otherwise ceases to be confidential through no breach of this Agreement by the Recipient.

8. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

9. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of _____, without reference to that State's conflict of laws and principles. Any and all claims or disputes between the parties hereto arising out of, or in any manner concerning, this Agreement shall be exclusively litigated in a court located in or having jurisdiction over _____ County, _____, which both parties agree shall have personal jurisdiction over them. This document contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous agreements and understandings, whether written or oral, concerning said subject matter. No provision of this Agreement shall be deemed waived, nor may this Agreement be amended or otherwise modified, except by a writing signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates indicated below.

[YOUR COMPANY NAME]

[NAME OF CONTRACTOR]

By:_____

By:_____

(Printed Name/Title)

(Printed Name/Title)

Dated:_____

Dated:_____