

Howard M. Cohn | Attorney At Law
21625 Chagrin Blvd., Suite 220. Cleveland, Ohio 44122
Tel: 216.752.0955 • Fax: 216.752.0957
Email: Howard.Cohn@ Cohnpatents.Com

NONDISCLOSURE AGREEMENT

xxx Corporation ("Discloser") of _____, and
yyy Corporation ("Recipient") of _____,
hereby agree as follows:

1. To further the business relationship between Discloser and Recipient, it is necessary and desirable that Discloser disclose to Recipient confidential information and know-how (hereinafter referred to as "Confidential Information") concerning Discloser's products, product concepts and other valuable business information.
2. Recipient agrees, in consideration of the receipt of Confidential Information, that it will not use such Confidential Information in connection with the development, design, manufacture or sale of any product to or for any third party, except with the written consent of Discloser.
3. Recipient shall not communicate Confidential Information to any third party without Discloser's written authorization and shall use its best efforts to prevent inadvertent disclosure of Confidential Information to any third party. Recipient shall instruct its personnel who are to receive the Confidential Information not to disclose the Confidential Information to any third party.
4. Recipient shall neither use Confidential Information nor circulate it within its own organization except to the extent necessary for:
 - (a) negotiations, discussions and consultations with personnel or authorized representatives of Discloser;
 - (b) supplying Discloser with goods or services at Discloser's order or evaluating goods or services provided by Discloser to Recipient;
 - (c) preparing bids, estimates, and proposals for submission to Discloser or evaluating bids, estimates and proposals received from Discloser; and

- (d) any purpose Discloser may hereafter authorize in writing.
5. The obligations of Paragraphs 2 and 3 hereof shall terminate with respect to any particular portion of the Confidential Information when Recipient can document that:
 - (a) that portion of the Confidential Information was in the public domain at the time of Discloser's communication thereof to Recipient, as documented in written records dated prior to the date of Discloser's disclosure to Recipient;
 - (b) that portion of the Confidential Information entered the public domain through no fault of Recipient subsequent to the time of Discloser's communication thereof to Recipient; or
 - (c) that portion of the Confidential Information was rightfully communicated to Recipient free of any obligation of confidence subsequent to the time of Discloser's communication thereof to Recipient.
 6. All materials including, without limitation, documents, drawings, models, prototypes, designs and lists furnished to Recipient by Discloser which contain Confidential Information shall remain the property of Discloser and shall be returned to Discloser promptly at its request with all copies made thereof.
 7. This agreement shall govern all communications from Discloser to Recipient commencing on _____ and all subsequent communications between the parties.
 8. No right or license, express or implied, is granted by Discloser to Recipient in connection with such Confidential Information except as expressly set forth in this Agreement.

SIGNED AND AGREED to this ____ day of _____ by and between:

xxx Corporation

By: _____
Signature

Name Printed

Title

yyy Corporation

By: _____
Signature

Name Printed

Title

Disclaimer: This document is intended to be educational and does not constitute legal advice, nor does it create or constitute any attorney-client relationship.