**NON-DISCLOSURE AGREEMENT**

International Licensing Consultants (hereinafter “DISCLOSING PARTY”), has made and is the owner of new developments and advances including ideas, concepts, designs, details, know-how and inventions related thereto (hereinafter “Development”). DISCLOSING PARTY desires to disclose Development­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_. (hereinafter “DISCLOSEE”), for the purpose that DISCLOSEE may evaluate Development for possible purchase or license of Development. DISCLOSEE acknowledges receipt of the disclosure of Development from DISCLOSING PARTY under the following terms and conditions:

1. In considering this disclosure, no obligation of any kind is incurred by DISCLOSEE and no rights, privileges or property are transferred or obtained by DISCLOSEE except as stated herein, or as may be set forth in a subsequent agreement negotiated between DISCLOSING PARTY and DISCLOSEE.
2. This disclosure is being made on a confidential basis for the sole purpose of determining and evaluating the possibility that DISCLOSEE may purchase or license Development. Only those employees or agents of DISCLOSEE having a need to know of Development for the purpose of this Agreement shall be informed of said Development submitted by DISCLOSEE or even the existence of Development.
3. In consideration for the opportunity to review and evaluate Development, DISCLOSEE hereby warrants and agrees that all information received from DISCLOSING PARTY relating to Development will be held in confidence and used only for the benefit of DISCLOSING PARTY, unless such information:
4. Is already known to the DISCLOSEE prior to the date of disclosure; or
5. Is or becomes publicly known through no wrongful act of DISCLOSEE; or
6. Is rightfully received from a third party without restriction and without breach of this agreement; or
7. Is independently developed by the DISCLOSEE, by its employees or agents who did not have access to the information furnished hereunder; or
8. Is furnished to a third party by DISCLOSING PARTY without a similar restriction on the third party’s rights; or
9. Is approved for release by written authorization of the DISCLOSING PARTY.
10. DISCLOSEE’s obligations hereunder shall continue for a period of two year or until Development becomes non-proprietary for the reasons set forth above, whatsoever event shall first occur. DISCLOSEE also warrants and agrees that all employees or agents of DISCLOSEE having a need to be informed of Development will be instructed to maintain Development in confidence.
11. DISCLOSING PARTY hereby expressly reserves all rights under any U.S. or foreign patent, or patents that it may obtain relating to Development. It is expressly understood and agreed that DISCLOSEE has neither more nor less right or liability with respect to any such patents than it has or would have had independently of this agreement.
12. DISCLOSEE agrees to return or dispose of any writings, drawings, models, data, or other materials submitted by DISCLOSING PARTY without making copies or otherwise retaining any such information or items, pursuant to such a request in writing from DISCLOSING PARTY.

Signed this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_\_.

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| DEVELOPMENT: |  | | |
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|  | |  |  |
| Disclosing Party | |  | Disclosee |
|  | |  |  |
| Printed Name & Title | |  | Printed Name & Title |
| **International Licensing Consultants** | |  |  |
| Company Name | |  | Company Name |