

## INVENTION NON-USE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the "INVENTOR", and \_\_\_\_\_, hereinafter referred to as the "COMPANY".

### WITNESSETH:

WHEREAS, \_\_\_\_\_ represents that it has invented a device which is designed for the purpose of \_\_\_\_\_; and,

WHEREAS, \_\_\_\_\_ desires to evaluate the commercial utility of the Invention before entering into an agreement with \_\_\_\_\_; and,

WHEREAS, \_\_\_\_\_ desires to keep its Invention confidential in the event that \_\_\_\_\_, upon evaluation of the Invention, does not desire to enter into an agreement with \_\_\_\_\_.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties hereto, the parties agree as follows:

### 1. Recitals.

The above recitals are true.

### 2. Disclosure.

During the next thirty (30) days, \_\_\_\_\_ will make a full disclosure of the Invention to those employees and agents of \_\_\_\_\_ who shall be designated by \_\_\_\_\_ as its representatives. \_\_\_\_\_ shall explain the structure and operation of the Invention, and shall answer to the best of its ability all questions asked by \_\_\_\_\_ representatives which may advance their technical understanding of the Invention. \_\_\_\_\_ shall submit to \_\_\_\_\_ all writings relating to the Invention. Under no circumstances shall \_\_\_\_\_ photocopy the aforementioned writings. \_\_\_\_\_ shall furnish, upon request by \_\_\_\_\_, any additional information or assistance reasonably necessary to enable \_\_\_\_\_ representatives to understand and evaluate the novelty and utility of the Invention.

### 3. Confidential Data.

\_\_\_\_\_ agrees that all knowledge and information acquired from \_\_\_\_\_ respecting its Invention shall be for all time and for all purposes regarded as strictly confidential and \_\_\_\_\_ shall not directly or indirectly disclose said knowledge or information to anyone without the express written consent of \_\_\_\_\_.

### 4. Non-Use Covenant.

In the event \_\_\_\_\_ does not desire to purchase, manufacture, distribute, or otherwise utilize said Invention, \_\_\_\_\_ agrees that it will not make, use or sell \_\_\_\_\_ Invention or products, processes and/or services derived from examining \_\_\_\_\_ Invention or from \_\_\_\_\_ disclosure of the concept and idea, whether or not patentable, including, but not limited to, processes, methods, formulas, and techniques, as well as improvements or know-how, whether or not within the scope of the Invention.