

# Unilateral Confidentiality Agreement for Invention Disclosure

This Unilateral Confidentiality Agreement ("Agreement") is entered into as of \_\_\_\_\_ **[Date]**, by and between \_\_\_\_\_ **[Disclosing Party Name]**, located at \_\_\_\_\_ **[Address]** ("Disclosing Party"), and \_\_\_\_\_ **[Receiving Party Name]**, located at \_\_\_\_\_ **[Address]** ("Receiving Party").

## 1. Definition of Confidential Information

"Confidential Information" means all written, electronic, or oral information, data, and materials, including but not limited to details about inventions, disclosed by Disclosing Party to Receiving Party for the purpose of evaluating, discussing, or considering the invention(s) named or described as: \_\_\_\_\_ **[Invention Title or Description]**.

## 2. Obligations of Receiving Party

- To hold Confidential Information in strict confidence and not disclose it to any third party without prior written consent of Disclosing Party.
- To use Confidential Information solely to evaluate the above-mentioned invention and not for any other purpose.
- To take reasonable measures to prevent unauthorized use or disclosure of Confidential Information.

## 3. Exclusions

This Agreement imposes no obligation upon Receiving Party with respect to any information which:

- Is or becomes publicly available without breach of this Agreement;
- Was lawfully known to Receiving Party prior to disclosure by Disclosing Party;
- Is received from a third party without restriction and not in breach of any agreement;
- Is independently developed by Receiving Party without reference to Confidential Information.

## 4. Duration

Receiving Party's duty to maintain confidentiality shall remain in effect for a period of \_\_\_\_\_ **[e.g., three (3)]** years from the date of disclosure, unless otherwise agreed in writing.

## 5. No License or Assignment

Nothing in this Agreement grants Receiving Party any rights, by license or otherwise, to use Confidential Information except as expressly provided herein.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_ **[State/Country]**.

## 7. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes any prior agreements or understandings.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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Receiving Party

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_