

WORK-FOR-HIRE AND PROPRIETARY AGREEMENT

THIS WORK-FOR-HIRE AND PROPRIETARY AGREEMENT is between _____ (YOUR COMPANY) and _____ (CONTRACTOR), who desire to investigate the possibility of a business arrangement relating to: _____

As President of _____, I am pleased to have you working with _____. It is necessary to provide you with certain trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, business relationships, financial information, or other subject matter pertaining to the business of _____ or any of its affiliates, clients, consultant, or licensees (collectively referred to as "Proprietary Information").

As an Officer of _____, it is my duty to protect the interests of the company. I request your promise to keep confidential and not to use or disclose our Proprietary Information in any way, except between you and _____.

We require that you do not disclose any Proprietary Information or trade secrets of any former or existing employers or companies, and that you agree that whatever you present to us is not confidential and can be used by _____ without obligation to you or others.

We do not wish to receive from you any inventions and original work which is your property, unless it is first agreed to by you and _____ in advance, and all conditions or forms of compensation are put in writing and signed by you and an Officer of _____.

Sole rights and benefits of any and all inventions, original works of authorship, developments, improvements or trade secrets conceived or developed or put into practice, during the course of your work with _____, will become and remain Proprietary Information and Property of _____. _____ is free to obtain whatever Patents, Copyrights, and Rights of Authorship or Works it chooses without obligation to you. This of course does not apply to works outside the scope of your work with _____. However, it is your responsibility to immediately notify _____ in writing of such outside works if they may be viewed as similar to or in conflict with your work with _____. At that time you and an Officer of _____ will determine what appropriate action(s) to take.

If you concur with this and want to continue from this point, please sign both copies of this letter, keeping one copy for your records and returning the second copy to _____.

(PRINT NAME)

(PRINT NAME)

(SIGNATURE)

(SIGNATURE)

TITLE

TITLE

DATE

DATE