

IDEA SUBMITTAL AGREEMENT

Agreement between INRAD, Inc. (hereinafter called "INRAD") of 4375 Donker Ct., SE, Kentwood, Michigan 49512 and _____ (hereinafter called "INVENTOR") with offices at _____ made this ____ day of _____, 20__.

WHEREAS, INVENTOR is the sole owner of certain proprietary information relating to a _____, herein collectively called "Confidential Information";

WHEREAS, INRAD desires to learn more about the "Confidential Information" for the purpose of evaluating the same.

NOW THEREFORE, the parties hereto agree as follows:

1. INVENTOR will disclose the "Confidential Information" to INRAD.
2. Any disclosure of "Confidential Information" to INRAD under this agreement will be made or confirmed by INVENTOR in writing and labeled "Confidential". All orally communicated "Confidential Information" shall be preceded by an oral statement indicating that the information is INVENTOR's proprietary or confidential and constitutes "Confidential Information" falling within the terms of the Agreement, and shall be followed by transmittal by INVENTOR of a written copy of the orally communicated "Confidential Information" to INRAD, labeled "Confidential", within (30) days of the oral disclosure.
3. INRAD shall use the "Confidential Information" only for the purpose of this Agreement and shall hold the disclosure of "Confidential Information" in confidence, disclosing the "Confidential Information" to its employees and consultants, who will be bound by the terms of this Agreement, only to the extent necessary to fulfill the intent and terms of this agreement. This obligation will not apply to "Confidential Information" which:
 - (a) is now or comes to be in the public domain through no fault of INRAD, or
 - (b) is released without restriction to INRAD by INVENTOR in writing; or
 - (c) is lawfully obtained by INRAD from third parties; or
 - (d) can be demonstrated by competent proof to have been known or hereafter developed by INRAD independently of any disclosure of "Confidential Information" by INVENTOR; or
 - (e) has been in the possession of INRAD, as a result of disclosure under this Agreement, for a period of three (3) years.
4. INRAD agrees to treat "Confidential Information" with the same degree of care to avoid disclosure as INRAD employs with respect to INRAD information of like importance.

5. No license under any INVENTOR patent, now or hereafter obtained, is granted, agreed to be granted, or implied by this Agreement or by disclosure or acceptance of the "Confidential Information".
6. INRAD will return all written "Confidential Information" and prototype device "Confidential Information" which has been provided by INVENTOR to INRAD upon demand therefore by INVENTOR at any time prior to the expiration of the confidentiality period set forth in section 3, except that INRAD shall be allowed to keep a single copy of the written "Confidential Information" for the sole purpose of determining the extent of INRAD's obligation of confidentiality under the Agreement. INRAD reserves the right to destroy all "Confidential Information" not claimed by INVENTOR at the expiration of the confidentiality period set forth in section 3.
7. Unless renewed in writing, this Agreement expires one (1) year from the date of the Agreement, except that the requirements for continuing confidentiality shall remain in effect for the time periods agreed upon and described above.
8. This agreement shall be governed by the laws of the State of Michigan, and there are no additional understandings, agreements or representations, express or implied, not specified herein. This Agreement may not be amended except in writing.

INRAD INC.

By: _____

Title: _____

Date: _____

INVENTOR

By: _____

Date: _____