

Confidential MinProj Non-Disclosure Agreement

The ProjectExperts Division of Goff Associates, Inc., a Colorado corporation located at 6547 N. Academy Blvd., # 534, Colorado Springs, Colorado 80918 (GA) and

_____ of _____,
("Recipient") hereby agree as follows:

1. To allow Recipient to evaluate the Preview Package for MinProj, a universal Enterprise Project Management and Business Improvement Methodology, it is necessary and desirable that GA supply to Recipient confidential and proprietary information, hereinafter referred to as "MinProj". MinProj includes, but is not limited to, the following: trade secrets, systems software and hardware concepts, designs, configurations, schedules, costs, performance features, specifications, techniques, plans, processes, methods, drawings, data, tables, calculations, documents, templates, or other paperwork, computer program narratives, flow charts, source and object code, also including business marketing plans, dealings, arrangements, objectives, and customer information.
2. Recipient acknowledges that MinProj is proprietary to GA and has been designed, developed or accumulated by GA at great expense, and over lengthy periods of time, is secret and confidential and is unique and constitutes the exclusive property of GA and that any use of MinProj information by Recipient other than for review and evaluation purposes would be wrongful and would cause irreparable injury to GA.
3. Recipient shall not communicate MinProj information in any form to any third party without the prior consent of GA and shall use its best efforts to prevent inadvertent disclosure of MinProj information to any third party.
4. GA acknowledges that in order for Recipient to fully evaluate MinProj, Recipient may need to disseminate MinProj information to various of its employees. Recipient hereby undertakes to cause any such employee to be bound to the same obligation of secrecy and confidentiality that Recipient is bound to under this Agreement. No GA or MinProj information shall be reported to third parties not employees of Recipient without the prior written consent of GA.
5. The obligations of the Agreement shall terminate with respect to any particular portion of MinProj and/or GA information when Recipient can establish to the satisfaction of GA that:
 - a) it was public domain at the time of GA's communication thereof to Recipient; or
 - b) it entered the public domain through no fault of Recipient subsequent to the time of GA's communication thereof to Recipient.

Otherwise, the obligations of this Agreement shall terminate three (3) years after the date this Agreement is executed by the parties.

6. All materials including, without limitation, samples, composition, documents, drawings, models, apparatus, sketches, designs, lists and electronic copies furnished to Recipient by GA shall remain the property of GA and shall be returned to GA promptly at the end of the evaluation period or at its request with all copies made thereof.

7. Communications from Recipient to its authorized personnel and authorized representatives of GA shall be made so as not to be in violation of this Agreement.
8. This Agreement shall govern all communications between GA and Recipient that are made during the period from the date Recipient executes this Agreement to the date of termination of this Agreement.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
10. Recipient hereby acknowledges and agrees that in the event of any violation, or a threatened violation of this Agreement, GA shall be authorized and entitled to obtain from any court of competent jurisdiction, preliminary and permanent injunctive relief as well as an equitable accounting of all profits or benefits arising out of such violation, which right and remedies shall be cumulative and in addition to any other right or remedies at law or in equity to which GA may be entitled.
11. Recipient acknowledges that this Agreement is a valid and legally binding obligation of Recipient, that it has been executed by Recipient's authorized representatives, and that Recipient confirms and ratifies the terms and conditions contained herein.
12. The term of this evaluation shall be 30 days from the date that this Recipient-signed agreement is received by GA. The evaluation period may be extended at the election of GA. Upon the termination of the evaluation period Recipient agrees to destroy or erase any and all GA property provided for evaluation, including any copies made thereof, and to verify to GA that Recipient has done so.

Recipient

Goff Associates, Inc.

By

Title

Date

Email Address

Company or Organization Name

Street Address

City, State, Zip or Postal Code

By /s/ Stacy Goff
Stacy Goff

President
Title

Date

Goff Associates, Inc. Fax: +1.719.487.0637

Goff Associates, Inc.
6547 N. Academy, #534
Colorado Springs, CO 80918 USA

("Recipient")

("GA")