

# Concept Submission Agreement

- 🔊 This agreement can be useful to solicit or for when a company outsider submits an idea for your organization.
- 🔊 Another option is the “Not Invented Here” syndrome – sometimes for very good reason, it’s more trouble than its worth to deal with outsiders because they are not employees of your company, your people are already supposed to be developing products for your company and they are under an obligation to assign any/all developments over to the company. (Tell me you have a good employee policies manual in place! If not, please take a look at our [Employee Manual Builder](#) software.)
- 🔊 This is the universal template of the form we use to enable others to provide software ideas to JIAN. We pay royalties to a several outside experts for their contributions of product content.
- 🔊 See also the “Non-Disclosure ~ Product Submission” agreement
- 🔊 The first part of the Memorandum should be completed and distributed to the Vendor along with a copy of the Advertising Cooperative Agreement.

Date:



To:

**[Name of Vendor]**

From:

**[Owner/Founder]**

**[Company]**

Subject:

**[Idea/Product/Material] Submission Agreement**

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Attached to this memorandum is our Material Submission Agreement, the purpose of which is to enable our company to evaluate your product or idea for possible further development and/or marketing..

I believe that it embodies everything we discussed.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Time is of the essence.

Please sign and return it to me asap.

Thank you very much!


# From JIAN

## NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🚫 **Do Not Use This Agreement 'As-Is.'**
- 🚫 **This Agreement Is Not Legal Advice.**
- 🚫 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🚫 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🚫 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

## Free Access to Attorneys, Accountants & Consultants in Your Area

We're building a network of business experts who are eager to help you when you need it. They can review your work, make suggestions, handle unique situations and introduce you to influential people. On our website you can search by expertise and location, then -mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly.


- Please visit our website under [Expert Referral Network](#).

## Ongoing Update Service Keeps You Current


Things change, laws change, the world changes... new ideas come along all the time. When you register, you can access our website to get updates and changes... like new and improved spreadsheets and documents. They can be downloaded directly to your computer.

- Please visit our website under [Updates](#).
- Remember to bookmark our website: [www.JIAN.com](http://www.JIAN.com)

## Editing Your Sample Contract


Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[ ]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[ ]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

# [Concept/Product] Submission Agreement

Thank you for your interest in submitting written materials, software, product ideas, and samples (Material) to [Company Legal Name], Inc. ([Company]), [producers and marketers (publishers) of useful software tools for owners/managers of growing businesses]. We welcome new [product/software] ideas and products, and are sincerely, and solely, interested in evaluating them for possible [production/publication/marketing]. However, before your Material is accepted for review, you should understand our [production/publication/marketing] policies, and have the right to accept or reject our terms. Therefore, Material submissions are not referred to our review staff until you have reviewed this Agreement, and have agreed to the following terms:

1. You meet the following general requirements:
  - Are of legal age.
  - Are otherwise legally competent to enter into this agreement.
  - Are the sole author(s)/developer(s) of the Material.
  - Have full and exclusive right, title and interest in the Material, including the right to disclose it to [Company].
2. To the best of your knowledge, your Material:
  - Does not infringe any copyright, trade secret, patent, or other intellectual property right.
  - Is not in the public domain. 
3. Because [Company] is in the business of developing and marketing [xxx products/software], we are exposed to a wide variety of Material submissions. Therefore, we can receive and review your Material only if you agree that:
  - Your submission will not create any fiduciary relationship between you and [Company].
  - [Company] may develop, publish, and/or market [software, products, or services] which are similar to your Material. You understand that [Company] may already have considered the same or similar material; that the same or similar Material may already be in the public domain at the date of disclosure to [Company]; may, at that date, already be in [Company]'s possession; may later become publicly available; may be received from a third party having a legal right to transmit same; may be publicly released by you, its creator, or writer; or may be/have been independently developed by [Company].
  - [Company] will review your Material, and tell you whether we are interested in it, but in order to protect the rights of other authors, we are not required to give our reasons.
4. This Material Submission Agreement is our entire Agreement with you. If, after review of your Material, [Company] is interested in further review and evaluation, and if both you and [Company] agree to the disclosure by you of further information considered by you or a third party to be confidential, [Company] will enter into a written confidentiality agreement with you prior to your disclosure to [Company] of such confidential information. In the event [Company] wishes to publish your Material, we will negotiate a Material Acquisition Agreement with you.
5. In order to provide yourself with the legal protection granted by copyright, and patent laws, you will take those steps necessary to copyright and/or patent your Material before submitting it to us for review. If a disagreement arises, our liability regarding forms of expression will be exclusively defined by the national copyright laws, and our liability regarding inventions, ideas, concepts, and techniques will be exclusively defined by the national patent laws.
6. By submitting your Material to [Company] for review, you agree that [Company] has the right to use, reproduce, and provide copies of your [xxx product/software] to [Company] employees and agents for review purposes only. We will include your copyright notice, if any, in each copy that we make. In no event shall [Company] make more than five (5) copies of your Material.

Please complete and sign this Material Submission Agreement if you agree with its terms. Make a copy for your records, and return the signed Agreement to us along with a copy of your Material to:

[Company] • [Address] • [City], [State] [Zip Code]

“ \_\_\_\_\_ ”

Title of submitted Material

Subject of submitted Material relates to

Form the submitted Material is presently available in

Signature



Date

Submitter's Name

Company

Address

City, State & Zip/Postal Code

Telephone

FAX

Email Address: .

Web Address