


Confidentiality & Non-Disclosure Agreement

- 🔊 The first part of the Memorandum should be completed and distributed to the Vendor along with a copy of the Confidentiality & Non-Disclosure Agreement.
- 🔊 The attached Agreement can be printed 2-sides enabling you to have a one-sheet of paper document handy for those impromptu meetings.

Date: [Month, Day, Year]

To:  [Name of Vendor]

From: [Owner/Founder]
[Company]

Subject: Confidentiality & Non-Disclosure Agreement

Attached to this memorandum is a “Confidentiality & Non-Disclosure” Agreement.

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.**

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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 e-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.


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- Remember to bookmark our website: 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.

Confidentiality & Non-Disclosure Agreement

I understand that this statement is a Proprietary Information Agreement (Agreement) with [Company], Inc. and its affiliated companies ([Company]). I understand further that:

The Agreement contains material restrictions on my right to disclose or use, during or subsequent to my association, information learned or developed by me during my association with [Company].

[Company] considers this Agreement to be vitally important to the protection of its business. [Company] intends to enforce the terms of the Agreement and to seek appropriate injunctions or restraining orders, as well as monetary damages, should I violate the Agreement.

I have been advised to consult an attorney regarding any questions I have, and that the employees and agents of [Company] are not authorized to, and will not, give me legal advice concerning this Agreement.

For the specific purposes of receiving or submitting proposals, business plans, providing (including, but not limited to) pre-release product evaluations, product testing, performing specific services or concept / product formulation, I agree as follows:

1. Definitions: As used in this Agreement:

- “[Company]” includes [Company] and all its present and future subsidiaries, affiliates and alliance partners;
- “Intellectual Property” means any and all Inventions, Works of Authorship, Patents, Trademarks, and Copyrights which (i) relate directly to the business of [Company] or to the actual or demonstratively anticipated research or development of [Company], or (ii) result from any work performed by me for [Company], or (iii) any [Company] equipment, supply, facility or trade secret information is used to develop or improve, or (iv) are not developed entirely on my own time;
- “Inventions” means any and all discoveries, improvements, ideas, concepts, creative works, and designs, whether or not they are in writing or reduced to practice and whether or not they are patentable;
- “Works of Authorship” mean those works fixed in any tangible medium of expression from which they can be perceived, reproduced or otherwise communicated, either directly or with the aid of a machine or device, whether or not they are copyrightable; and
- “Confidential Information” means any and all information which is not generally known and which is proprietary to [Company] or any of its clients, consultants, licensors, licensed dealers or distributors. Confidential Information includes, without limitation, business plans, customer lists, consultants, financial information, and trade secrets about [Company] and its products and information or other proprietary information relating to designs, formulas, developmental or experimental work, know-how, products, processes, computer programs, source codes, data bases, designs, schematics, other original works of authorship, or other subject matter related to [Company]'s research and development, manufacturing, engineering, purchasing, finance, marketing, promotion, distribution and selling activities, whether now existing, acquired, developed or made available anytime in the future to [Company]. All information which I have a reasonable basis to consider confidential or which is treated by [Company] as confidential shall be presumed to be Confidential Information, whether originated by me or by others. I agree that any Confidential Information acquired by me is the property of [Company].

2. Confidentiality: I agree at all times during the term of my association with (or employment by) [Company] and from then on to hold in strictest confidence, and not to use, except for the benefit of [Company], or to disclose, transfer or reveal, directly or indirectly to any person or entity any Confidential Information without the prior written authorization of [Company].

3. Third Party Information: I recognize that [Company] has received, and in the future will receive confidential or proprietary information from third parties, subject to a duty on [Company]'s part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that I owe [Company] and such third parties, during the term of my association and from then on, a duty to hold all such confidential or proprietary information in the strictest of confidence and not to disclose it to

any person, firm or corporation (except as necessary in carrying out my work for [Company] consistent with [Company]'s agreement with such third party) or to use it for the benefit of anyone other than for [Company] or such third party (consistent with [Company]'s agreement with such third party) without the express written authorization of [Company]. Any such information shall be considered Confidential Information for the purposes of this agreement.

4. Non-Circumvention. In consideration of [Company]'s disclosure of Confidential Information, I shall not at any time prior to the date immediately preceding the third anniversary date of this Agreement, attempt in any manner to commercially exploit the proposed business concepts and plans of [Company] or any of the Confidential Information without [Company]'s prior written consent, that may be given or withheld by [Company] at its sole discretion.

5. Return of Materials: At the request of [Company] or upon the termination of my association with or employment by [Company], I will immediately deliver to my immediate contact or supervisor at [Company] all papers, notes, data, reference materials, sketches, drawings, memoranda, documentation, software, tools, apparatus and any other materials furnished to me by [Company] or which were prepared or made, in whole or in part, by me at any time during my association with or employment by [Company], together with the attached Termination Certification, which I agree to sign and deliver.

6. Trade Secrets of Others: I understand that it is the firm policy of [Company] to maintain the rights of any party with whom I have a confidentiality or proprietary rights agreement. I will not disclose to [Company] or induce [Company] to use the proprietary information of others. I do not have any existing obligation to others which might be inconsistent with any of the provisions in this Agreement, except for those obligations identified on a separate page and attached to this Agreement.

7. At Will Employment, Surviving Terms: My association with or employment by [Company] is "at will" or per the terms of an attached specific agreement between myself and [Company], and may be terminated by me or [Company] at any time or according to the attached agreement; however, my obligations in this agreement will survive the termination of my association with or employment by [Company].

8. Notice: I authorize [Company] to notify others, including customers of [Company] and my future employers or associates, of the terms of this agreement and my responsibilities.

9. Injunctive Relief: I understand that in the event of a breach or threatened breach of this agreement by me, [Company] may suffer irreparable harm and consequently will be entitled to injunctive relief to enforce this agreement.

10. Attorney's Fees: I agree that if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, [Company] shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which [Company] may be entitled.

11. General: My obligations under this Agreement are binding upon my heirs, assigns and legal representatives. This Agreement is governed by the laws of California. If any provision of this Agreement is more restrictive than permitted by law in any jurisdiction in which enforcement is sought, this Agreement will be limited only to the extent necessary to bring this Agreement within the law of such jurisdiction and other provisions of the Agreement will remain in full force.

I have read and understood this Agreement, and I agree to its terms and conditions.

Name & Title

Company

Date

Termination Certification

🔊 If/when it come time to end the NDA relationship, you can use this form – for example you agree that you will not continue to pursue a business relationship..

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notebooks, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to [Company], its subsidiaries, affiliates, successors or assigns (together, the "Company").

I further certify that I have complied with all the terms of [Company]'s Agreement Concerning Non-Disclosure of Company Information signed by me, including the reporting of any inventions and original works of authorship (as defined in this document), conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that, in compliance with the Agreement Concerning Non-Disclosure of Company Information, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of [Company] or any of its clients, consultants or licensees.

Date

Signature

Name (typed or printed)