

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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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  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 Agreement

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made and entered into on _____, by and between [Company]. ("Company"), a [producer and marketer (publisher) of software], located at [Address * City, State, 0000, and the person or entity signing as "Recipient" below.

1. Definitions. For purposes of this Agreement, "Information" shall mean the information referred to in Attachment A [attached], as well as any other information labelled "Confidential" by [Company] or provided to Recipient by [Company] with reference to this Agreement. Such Information excludes, however, any information that (1) has been or is obtained by Recipient from a source independent of [Company] and not desiring such information from [Company], (2) is or becomes generally available to the public other than as a result of an unauthorized disclosure by Recipient or its personnel, or (3) is independently developed by Recipient without reliance in any way on the Information or Materials provided by [Company]. "Materials" shall mean all memoranda, notes, records, drawings, manuals, disks, or other documents and media, including all copies, extracts, and summaries thereof, containing any Information or provided to Recipient by [Company] with reference to this Agreement. "Authorized Use" means the purposes described in Attachment B [attached].

2. Limited Use. Recipient acknowledges that it is to be given access to the Information and Materials solely for purposes of Authorized Use. Recipient agrees that (1) it will not use the Information, (2) will keep the Information confidential at all times, and (3) will not copy or modify the Materials, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by [Company]. Recipient shall limit its disclosure of the Information and Materials to employees within its own organization whom [Company] could reasonably expect to have a legitimate need to receive such Information and Materials in order to accomplish the Authorized Use.

3. Proprietary Protection. [Company] shall have sole and exclusive ownership of all right, title, and interest in and to the Information and Materials, including ownership of all copyrights and trade secrets pertaining thereto, subject only to the rights and privileges expressly granted by [Company].

[Company] claims and reserves all rights and benefits afforded under federal and international copyright law in all software programs and documentation included in the Materials as copyrighted works. The binary or object code version of such software programs may under no circumstances be reverse-engineered or reverse-compiled without [Company]'s further written consent.

The Information, including the source code version of all software programs that may be included in the Materials, is considered to include valuable trade secrets of [Company]. Recipient acknowledges that, in the event of any breach of this Agreement, [Company] will not have an adequate remedy in money or damages. [Company] therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. [Company]'s right to obtain such relief shall not limit its right to obtain other remedies.

4. Disclaimer. Except as may otherwise be set forth in a signed, written agreement between parties, [Company] makes no representation or warranty as to accuracy, completeness, condition, suitability, or performance of the Information or Materials, and [Company] shall have no liability whatsoever to Recipient resulting from its use of the Information and Materials.

5. Term & Termination. Upon the earlier of [Company]'s request or the completion of the Authorized Use, Recipient shall promptly return or destroy all Materials and discontinue all further use of the Information. Upon [Company]'s request, Recipient shall promptly certify that such action has been taken. The restrictions contained in this Agreement shall remain in effect until three (3) years after the return or destruction of all Materials.

6. General. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of [State], as it applies to a contract executed, delivered, and performed solely in such state. Recipient may not sell, transfer, assign, sublicense, or subcontract any right or obligation hereunder without the prior written consent of [Company].

Understood, Agreed & Approved

We have carefully reviewed this contract and agree to and accept all of its terms and conditions. We are executing this Agreement as of the Effective Date above.

Signature

Printed Name & Title

Date



[Attachment A]

🔊 This could be printed o the back-side of the same sheet of paper to keep this a 'one pager'

[Attachment B]

