

Confidentiality and Non-Disclosure Agreement

A typical non-disclosure agreement in the form of a letter looks like this:

Date

Re: (Name or Description of Product)

Dear (Name):

We are providing you with certain information regarding the above-named proprietary product (herein called "Product") to assist you in making a proposal to manufacture and supply the Product to us.

This information will be provided, and discussions between us will occur, based on your agreement not to utilize or disclose to others the concepts and information we disclose to you.

In consideration of our providing you with such information, to set forth a clear understanding of the mutual rights and obligations, and intending to be legally bound, the parties agree as follows:

1. You agree to maintain in confidence all information which we provide to you relating to the Product including, but not limited to data, designs, know-how, technical and non-technical materials, equipment, software, schematics, drawings, specifications, samples and prototypes ("Information").
2. You will not use the Information except to evaluate the Product for the purposes described in this Letter Agreement, and you will not use the Information for your own or another's benefit, or for our detriment.
3. You will not reproduce, duplicate or make additional copies of the Information in any manner, without our written permission.
4. You will disclose the Information only to your employees who are directly concerned with evaluating the Product on a need-to-know basis, and you will inform them of the confidential treatment to be given the Information. You agree to take reasonable measures to restrain such employees from prohibited or unauthorized disclosures or use of the Information. In any event, you will be liable and responsible for any breach of this Letter Agreement by you or any of your employees. You will not disclose the Information to any third party without our prior written permission.

5. All Information and the Product will remain our property. You shall return it all to us immediately upon our request.

6. Nothing in this Letter Agreement shall be construed as granting any license or other intellectual property right to you relating to the Product or the Information.

7. You acknowledge and agree that the Information is unique, that money damages would not be a sufficient remedy for breach of this Letter Agreement, and that we are entitled to equitable relief including injunction and specific performance, in addition to any other remedies given by any court of competent jurisdiction to enforce the terms of this Letter Agreement, and in the event there is a finding adverse to you, recovery of reasonable expenses and attorney's fees in connection with such proceedings.

If the terms and conditions stated above are acceptable to you, please indicate your agreement by signing in the space provided below, and return one copy of this Letter Agreement to us for our files. Thank you.

Very truly yours,
[Name of your company]

By: _____
(President)

Agreed and Accepted:

Signature of authorized representative Date _____

[This letter agreement should be prepared and sent in two original copies, so each party will have a signed original copy. When it is signed by the other party, this letter agreement becomes a legally binding contract.]