

# NONDISCLOSURE AGREEMENT FOR SUBMITTING IDEAS [Illustrator's or Designer's Letterhead]



*Remove all language in italics before using this form.*

Agreement, this day of \_\_\_\_\_ [date] \_\_\_\_\_ between \_\_\_\_\_

(hereinafter referred to as the "Illustrator" or "Designer"), located at \_\_\_\_\_

and \_\_\_\_\_ (hereinafter referred to as the "Recipient"), located at \_\_\_\_\_

WHEREAS, the Illustrator [or Designer] has developed certain valuable information, concepts, ideas, or designs, which the Illustrator [or Designer] deems confidential (hereinafter referred to as the "Information"); and

WHEREAS, the Recipient is in the business of using such Information for its projects and wishes to review the Information; and

WHEREAS, the Illustrator [or Designer] wishes to disclose this Information to the Recipient; and

WHEREAS, the Recipient is willing not to disclose this Information, as provided in this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

### 1. DISCLOSURE

Illustrator [or Designer] shall disclose to the Recipient the Information, which concerns

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 2. PROMOTION

Recipient agrees that this disclosure is only for the purpose of the Recipient's evaluation to determine its interest in the commercial exploitation of the Information.

### 3. LIMITATION ON USE

Recipient agrees not to copy, manufacture, sell, deal in, or otherwise use or appropriate the disclosed Information in any way whatsoever, including but not limited to adaptation, imitation, redesign, or modification. Nothing contained in this Agreement shall be deemed to give Recipient any rights whatsoever in and to the Information.

### 4. CONFIDENTIALITY

Recipient understands and agrees that the unauthorized disclosure of the Information by the Recipient to others would irreparably damage the Illustrator [or Designer]. As consideration and in return for the disclosure of this Information, the Recipient shall keep secret and hold in confidence all such Information and treat the Information as if it were the Recipient's own property by not disclosing it to any person or entity.

### 5. GOOD-FAITH NEGOTIATIONS

If, on the basis of the evaluation of the Information, Recipient wishes to pursue the exploitation thereof, Recipient agrees to enter into good-faith negotiations to arrive at a mutually satisfactory agreement for these purposes. Until and unless such an agreement is entered into, this nondisclosure Agreement shall remain in force.

### 6. MISCELLANY

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors, and assigns.

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In witness whereof, the parties have signed this Agreement as of the date first set forth above.

Illustrator [or Designer] \_\_\_\_\_

Recipient \_\_\_\_\_

Company Name \_\_\_\_\_

By \_\_\_\_\_

Authorized signatory, title \_\_\_\_\_