

Nondisclosure Agreement for Submitting Ideas

Agreement, entered into as of this _____ day of _____, 20____, between _____ (hereinafter referred to as the "Author"), located at _____, and Silver Leaf Books, LLC (hereinafter referred to as the "Recipient"), located at P.O. Box 6460, Holliston, MA 01746.

Whereas, the Author has developed certain valuable information, concepts, ideas, or designs, which the Author 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 Author 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.** Author shall disclose to the Recipient the information, which concerns:

2. **Purpose.** 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 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 Author. 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 proprietary property by not disclosing it to any person or entity.
5. **Recipient's Rights on Delivery and Acceptance.** The Author agrees that the submission of Information to the Recipient has been disclosed for the evaluation as identified in the Purpose. The Recipient, in its sole discretion, shall have the unqualified right whether or not to choose to evaluate the Information, and is under no obligation to do so. If the Recipient chooses to evaluate the Information, then Recipient shall advise Author within one hundred and twenty (120) days after receipt.
6. **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.
7. **Miscellany.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

Author: _____

Recipient: Silver Leaf Books, LLC

Submission Received By:

Authorized Signatory
Title