

NON – DISCLOSURE AGREEMENT

This agreement made this _____ day of _____, 20__, by and between: _____, (“Writer”), and _____ (“Producer”), .

Whereas, Writer has written a script (“Submission”) for a possible future theatrical or motion picture production.

Whereas, Writer wishes Producer to evaluate said “Submission” for the sole purpose of determining whether said Submission may be further developed into a motion picture (“Project”).

NOW, THEREAFTER, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

1. 1. All information disclosed by Writer to Producer, in writing, whether or not such information is also disclosed orally, that relates or refers, directly or indirectly, to the Submission, including the Submission itself, shall be deemed confidential and shall constitute Confidential Information, and shall include (i) all documents generated by Producer which contain, comment upon, or relate in any way to any Confidential Information received from Writer, and (ii) any written samples of the Submission received from Writer together with any information derived by Producer there from.
- .2. Confidential Information shall not include any information:
 - (i) That Producer can show by documentary evidence was known to Producer or prior to the date of its disclosure to Producer by Writer or
 - (ii) That becomes publicly known, by publication or otherwise, not due to any unauthorized act or omission of Producer or any other party having an obligation of confidentiality to Writer; or,
 - (iii) That is subsequently disclosed by Writer to any person, firm or corporation on a non-confidential basis; or
 - (iv) That producer can conclusively show by documentary evidence that such information was developed independent of any access to the Confidential Information.
2. 3. Writer will disclose the Confidential Information to Producer solely for the purpose of allowing Producer to evaluate the Submission to determine, in its sole discretion, whether the Submission may be further developed into a Project.
3. 4. Producer agrees to accept disclosure of the Confidential Information and to exercise the same degree of care to maintain the Confidential Information secret and confidential as is employed by Producer to preserve and safeguard its own materials and confidential information.
4. 5. The Confidential Information shall remain the property of Writer and shall not be disclosed or revealed by Producer or anyone else except employees of Producer who have a need to know the information in connection with Producer’s evaluation of the Submission, and who have entered into a secrecy agreement with Producer under which such employees are required to keep confidential the Confidential Information of Writer, and such employees shall be advised by Producer of the confidential nature of the information and that the information shall be treated accordingly. Producer shall be liable for any improper disclosure of the Confidential Information by its employees.
- .6. (i) Producer shall notify Writer of any determination it may arrive at with respect to the further development of the submission, provided, however, that, in doing so, Producer shall not directly or indirectly disclose any Confidential Information to any third party, without the consent of Writer.
 - (ii) If Producer determines that the Submission cannot be further developed into a Project, within <....> months of the receipt of the Submission, Producer shall within five (5) business days after such determination return any and all Confidential Information to Writer, along with all copies or derivatives thereof and all writings generated by Producer in connection with Producer’s evaluation of the Submission or the Confidential Information.
5. 7. If Producer determines that the Submission is suitable for further development into a Project, Producer and Writer will attempt to agree on a schedule for development, and compensation to Writer for the submission.
6. 8. Other than as specifically provided herein, Producer will not use the Confidential Information for any purpose whatsoever other than for the sole purpose permitted in paragraph 3 hereof, unless and until a further executed agreement is first made between the parties setting forth the terms and conditions under which rights to the Submission and the Confidential Information are to be licensed to, or

acquired by, Producer.

7. 9. Writer agrees that it will not contact any party or parties other than Producer concerning the Confidential Information without prior written authorization from Producer during the term of this agreement.

.10. Producer’s obligations under paragraphs 3,4, and 8 of this agreement shall extend from the date of this agreement and shall survive the expiration or termination of this agreement, provided, however, that Producer’s obligations under paragraphs 3 and 4 of this agreement shall terminate immediately in the event that Writer

.shall purposefully disclose the Confidential Information to any other person, firm, or corporation on a non-confidential basis, during the term of this Agreement.

8. 11. Writer hereby expressly warrants that it has the full right and authority to disclose the Confidential Information to Producer, and that no prior public non-confidential disclosure of the Confidential Information has been made by Writer nor, to the best of Writer’s knowledge, by any other party.

9. 12. Nothing in this agreement shall be deemed a sale or offer for sale of the Submission, and nothing contained herein shall in any way obligate Writer to grant to Producer a license or any other rights, directly or by implication, estoppel or otherwise to the Confidential Information or the Submission.

10. 13. Subject to paragraph 10 above, this agreement shall terminate _____ years from the date of this agreement, unless extended by mutual agreement of the parties. This agreement may be terminated prior to the expiration of _____ from the date this agreement by either Writer or Producer upon thirty (30) days’ written notice to the other parties of an intention to terminate.

11. 14. This agreement sets forth the entire agreement between the parties and may not be amended or modified except by a writing signed by all of the parties.

12. 15. This agreement shall be governed by the laws of the State of California without regard to the conflict of laws provisions thereof.

13. 16. This agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

WRITER

PRODUCER

By:

By:

Name:

Name:

Title:

Date:

Date: