



PROPOSAL KIT SAMPLE

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MUTUAL NONDISCLOSURE AGREEMENT

<< This agreement does not require a company/customer arrangement – rather you can substitute any two parties who wish to enter into a mutual nondisclosure agreement in order to share information; do due diligence, discovery or other intellectual property related activities. It does not bind either party to having to act on any plans, discussions or otherwise – short of not disclosing such information. >>

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> (hereafter referred to as “Company”) and <<CustCompany>> (hereafter referred to as “Customer”).

Each of the undersigned parties, and the Company, understands that both parties have a desire to establish an employment, consulting or other business relationship between the Company and the Customer.

Each have disclosed or may disclose information and trade secrets relating to their business (including, but without limitation, customer communications and customer lists, computer programs, technical drawings, graphics and media files, algorithms, scripts, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customer and product development plans, forecasts, strategies, business practices and information), which to the extent previously, presently, or subsequently disclosed is hereinafter referred to as “Proprietary Information”. “Proprietary Information” also includes proprietary or confidential information of any third party who may disclose such information to either party in the course of the either parties’ business. The party who discloses Proprietary Information is hereinafter referred to as “Disclosing Party” and the party who receives this information is hereinafter referred to as “Receiving Party.”

Agreements

In consideration of the parties’ discussions and any access to Proprietary Information of either party, both parties make the following agreements:

Customer Initials _____ Company Initials _____

- a) To hold all Proprietary Information disclosed by either party in the strictest of confidence and to take the same degree of care to protect such information as it does with its own Proprietary Information. No less than reasonable care shall be maintained by either party.
- b) Shall be granted the use of Proprietary Information only within the scope and purpose for which it was disclosed; to be used only for the benefit of the Company; shall not exploit or permit to be used or exploited Proprietary Information for the benefit of the employee or the benefit of another without the express written permission of the Company.
- c) Not to disclose or use any such Proprietary Information or any information derived therefrom to any firm, supplier, business, third party or other organization.
- d) Not to reverse engineer, tamper, alter or copy any such Proprietary Information.
- e) Not to export, allow for export, or distribute into the public domain any such Proprietary Information or product thereof.
- f) That all records, files, letters, memos, faxes, notebooks, drawings, sketches, reports, collateral, program listings, or other written, audio, magnetic, video, source or other tangible material containing Proprietary Information, whether the author or not, are exclusive property of the Disclosing Party and are entrusted to be used only to the benefit of this relationship, and shall be made available by the Disclosing Party immediately upon request by the Disclosing Party.
- g) Upon request the Receiving Party shall turn over all Proprietary Information owned by the Disclosing Party and immediately surrender any and all records, files, letters, memos, faxes, notebooks, drawings, sketches, reports, collateral, program listings, or other written , audio, magnetic, video, source or other tangible material containing any such Proprietary Information and any and all copies or extracts thereof.
- h) That each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any other clauses herein.

Both parties also shall not disclose the Proprietary Information to those employees who do not have a qualifiable need to know such information and, in any event, shall be

DEMO CONTRACT

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<https://www.proposalkit.com/htm/legal-contract-templates/pre-project-contracts/nondisclosure-agreement-long.htm>

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

Customer Initials _____ Company Initials _____

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