

CONFIDENTIAL DISCLOSURE AGREEMENT AND GUARANTEE OF AUTHENTICITY

THIS AGREEMENT, dated effective as of _____, is by and between _____ (“DISCLOSER”) and All Ivy Services Inc. (“RECIPIENT”).

RECITALS

The parties hereto desire to enter into discussions and exchange of certain written documents owned by DISCLOSER which may require the services of RECIPIENT to write original content, provide original research, or revise and edit the same.

In the course of such discussions, it will be necessary for the parties to disclose to each other certain information, which they deem to be Confidential Information (as defined herein) and a DISCLOSER (as defined herein) is willing to disclose its Confidential Information to a RECIPIENT (as defined herein) only in accordance with this Agreement.

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

1.1. “DISCLOSER’s Work(s)” means any and all writings and other creative works of DISCLOSER, whether or not the same have been publicly released or published.

1.2 “Confidential Information” means: (1) identity of the DISCLOSER and his related affiliates, including committee members and academic institution, any and all nonpublic or proprietary creative works or business, commercial or technical information, of a DISCLOSER, whether in written or verbal form, relating to its works, business, products, customers, operations, financial status, technology and/or intellectual property; and (2) all information marked or otherwise designated by a DISCLOSER as confidential or proprietary. Confidential Information may include, but is not limited to, academic documents of various forms, books to be published, creative writing, other copyright-protected works, business plans, business projections, financial data, technical data, memos, research, databases, designs/design rights, drawings, specifications, techniques, programs, processes, know-how, inventions, specimens, contact/customer lists, marketing plans, marketing projections, and financial records/information received from a DISCLOSER, as well as any and all research and writing information, copy, and concepts created by RECIPIENT based on information or requests disclosed by DISCLOSER. Without limiting the generality of the foregoing, **DISCLOSER’s Works** are hereby declared, and shall be treated as, Confidential Information of DISCLOSER.

1.3 “DISCLOSER” means any party to this Agreement, and its affiliates, that disclose, or have disclosed on its behalf, Confidential Information to a RECIPIENT.

1.4 “RECIPIENT” means the party, and its affiliates, that receive Confidential Information of the DISCLOSER.

2. RECIPIENT agrees to receive and hold all such Confidential Information acquired from DISCLOSER in strict confidence. RECIPIENT agrees to bind all RECIPIENTS to an equivalent or stronger CONFIDENTIAL DISCLOSURE AGREEMENT when performing work for the RECIPIENT and all RECIPIENTS reside and perform work in the United States.

3. RECIPIENT agrees that it will not disclose or use Confidential Information acquired from DISCLOSER, in whole or in part, for any purposes other than for the explicit Purpose as such term is defined herein. Without affecting the generality of the foregoing, RECIPIENT agrees that (i) it will not disclose any of the DISCLOSER’s Confidential Information to any third party; (ii) it will only use the DISCLOSER’s Confidential Information for the Purpose; and (iii) it will not use DISCLOSER’s Confidential Information for its own benefit or for the benefit of any third party.

4. The foregoing restrictions on RECIPIENT's disclosure and use of Confidential Information acquired from DISCLOSURE shall not apply (proven to the reasonable satisfaction of DISCLOSER) to the extent such information (i) was known to RECIPIENT prior to receipt from DISCLOSER (ii) was public knowledge without breach of RECIPIENT's obligations here under, (iii) was rightfully acquired by RECIPIENT from a third party without restriction on disclosure or use, (iv) was disclosed by DISCLOSER to a third party without restriction on disclosure or use, or (v) was independently developed by RECIPIENT relies as relieving it of the restrictions here under on disclosure or use of such confidential information, and provided further that in the case of any of events (ii), (iii), (iv), and (v), the removal of restrictions shall be effective only from and after the date of occurrence of the applicable event.

5. The furnishing of confidential information here under shall not constitute or be construed as a grant of any express or implied license or other right, or a covenant not to sue or forbearance from any other right of action (except as to permitted activities here under), by DISCLOSER to RECIPIENT under any of DISCLOSER's patents or other intellectual property rights.

6. This Agreement shall commence as of the day and year first written above and shall continue indefinitely with respect to any disclosures of confidential information by DISCLOSER to RECIPIENT.

Upon DISCLOSER’s request (at any time and from time to time), RECIPIENT shall immediately cease any and all disclosures or uses of Confidential Information acquired from DISCLOSER (except to the extent relieved from restrictions pursuant to paragraph 4 above) and at DISCLOSER's request RECIPIENT shall promptly return all written, graphic and other tangible forms of the Confidential Information (including notes or other write-ups thereof made by RECIPIENT in connection with the disclosures by DISCLOSER) and all copies thereof made by RECIPIENT.

7. The obligations of RECIPIENT respecting disclosure and use of Confidential Information acquired from DISCLOSER shall survive the expiration, cancellation or termination of Agreement, unless such duty of the RECIPIENT is explicitly and unambiguously waived by the DISCLOSER by written consent of DISCLOSER.

8.. All Confidential Information (including, but not limited to, manuscripts, documents, electronically submitted material, and orally transmitted information, as well as any original writing requested by DISCLOSER) disclosed by a DISCLOSER shall at all times remain the sole and exclusive property of DISCLOSER and cannot be used by RECIPIENT for any purpose, financially or otherwise, unless explicitly authorized by DISCLOSER in writing. Thus, DISCLOSER is the sole owner of any and all material shared with the RECIPIENT. Without limiting the foregoing in any way, DISCLOSER shall at all times remain the sole and exclusive owner of all rights, title and interest in and to all of the DISCLOSER Works (as defined herein) and the same may not be used by RECIPIENT for any purpose other than the Purpose (as such term is defined herein). Notwithstanding the generality of the foregoing, in the event RECIPIENT claims any right, title or interest of any kind in any Confidential Information of DISCLOSER, RECIPIENT hereby automatically, by operation of this Agreement and without any additional consideration (i) relinquishes said alleged right, title and interest; and (ii) transfers the same to DISCLOSER.

9. Without prejudice to the rights and remedies otherwise available to DISCLOER, the RECIPIENT agrees that DISCLOSER shall be entitled to equitable relief, including injunction, if RECIPIENT or any party under RECIPIENT's control breaches or threatens to breach any of the provisions of this Agreement and that RECIPIENT shall not oppose the granting of such relief.

10. No failure or delay by DISCLOSER in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege thereunder. This Agreement may not be modified or waived as to any provision except by a separate writing by the parties hereto expressly so modifying or waiving such agreement. This Agreement shall insure to the benefit of and may be enforced by DISCLOSER and any of its successors and assigns. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument and be binding upon the parties. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court and, if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court. This Agreement shall be governed, and construed, by the laws of Massachusetts without reference to conflicts of interest provisions and each party agrees that any claim, action, suit, or proceeding between the parties arising out of this Agreement will be brought and conducted exclusively within the state courts of Essex County, Massachusetts; provided, however, that if a claim must

be brought in a federal forum, then it will be brought and adjudicated exclusively in the U.S. District Court for the District of Massachusetts. By execution of this Agreement, both parties consent to the jurisdiction of such courts.

GUARANTEE OF AUTHENTICITY AND COPYRIGHT

1. All Ivy Services (RECIPIENT) agrees that all writing and revisions produced by RECIPIENT and returned to DISCLOSER will be original in verbiage and not plagiarized or copied from another source in any way. Any and all information submitted to DISCLOSER that is inspired or researched from another source must be paraphrased and properly cited to ensure the material's integrity as original work.
2. All Ivy Services (RECIPIENT) agrees that all writing and revisions produced by RECIPIENT on request of DISCLOSER, or in any way related to the Confidential Information provided by DISCLOSER, will not, under any circumstances, be used for any other purpose than those explicitly requested by DISCLOSER. All documents, materials, and information within these documents and materials that are submitted to DISCLOSER are the sole property of DISCLOSER and cannot be used in any way for another purpose, whether in part or in whole.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ALL IVY SERVICES (RECIPIENT)

Kevin Anderson
kevin@aiwriting.com
617 909 9434

(DISCLOSER) _____

