AMERICAN WRITERCREW

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California · Serving authors worldwide

Mutual Non-Disclosure Agreement

For manuscripts, proposals and creative work shared with American Writer Crew

This Agreement is made on _____ (the "Effective Date") between:

American Writer Crew, California ("the Company"), and

Author name: _____ **Email:** _____

Address: _____ ("the Author").

Together "the Parties". Each Party may share Confidential Information with the other in order to discuss and carry out publishing services (the "Purpose").

1. Confidential Information

"Confidential Information" means any information shared by one Party with the other, in any form, including manuscripts, drafts, outlines, synopses, characters, titles, artwork, illustrations, notes, business plans, pricing, personal details and unpublished ideas, whether or not it is marked as confidential.

2. Obligations

The receiving Party will:

1. keep the Confidential Information strictly confidential and protect it with at least the same care it uses for its own confidential material, and no less than reasonable care;
2. use it only for the Purpose;
3. not disclose it to any third party, except to employees, editors, designers, illustrators and other contractors who need it for the Purpose and who are bound by written confidentiality obligations at least as strict as these;
4. not copy, adapt, publish, sell or reuse it, including any story, character, title, concept or artwork, for any other purpose or for any other client.

3. Exclusions

These obligations do not apply to information that the receiving Party can show (a) is or becomes public through no fault of its own; (b) it already lawfully knew before receiving it; (c) it lawfully received from a third party without a duty of confidentiality; or (d) it developed independently without using the Confidential Information. Information may also be disclosed where required by law, after giving the other Party prompt notice where the law allows.

4. Ownership

All Confidential Information remains the property of the Party that shared it. Nothing in this Agreement grants any license, copyright or other right in the Author's work to the Company. Any services, rights or payments will be agreed in a separate written contract.

5. Return and deletion

Within 30 days of a written request, the receiving Party will return or permanently delete the Confidential Information, including copies held by its contractors, and confirm this in writing.

6. Term

This Agreement starts on the Effective Date. The confidentiality obligations last for five (5) years from the date of the last disclosure, and for any unpublished work, for as long as that work remains unpublished.

7. Remedies

Each Party agrees that a breach of this Agreement may cause harm that money alone cannot fully repair, and that the other Party may seek an injunction or other appropriate relief in addition to any other remedy available by law.

8. General

This Agreement is governed by the laws of the State of _____. It is the entire agreement between the Parties about confidentiality and can only be changed in writing signed by both Parties. If any part is found unenforceable, the rest remains in effect. It may be signed in counterparts and electronically.

For American Writer Crew	The Author
Signature	Signature
Name and title	Printed name
Date	Date

Return the signed agreement to info@americanwritercrew.com, or tick the NDA box on our submission form and we will send you a countersigned copy before you share your manuscript.