**FILM (MOVIE) NON-DISCLOSURE AGREEMENT**

This film non-disclosure agreement (the “Agreement”) is made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Disclosing Party”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Receiving Party”) and is effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The parties agree as follows:

[**1. The Film Concept**](https://nondisclosureagreement.com/film-movie.html#film_concept)

The Agreement is intended to prevent the unauthorized disclosure of Confidential Information (as defined below) regarding the film concept of Disclosing Party (the “Film Concept”). The parties acknowledge that Receiving Party has solicited the Film Concept with the potential of financial exploitation.

[**2. Confidential Information**](https://nondisclosureagreement.com/film-movie.html#confidential_information)

“Confidential Information” is proprietary information relating to the Film Concept including but not limited to: story boards, synopsis, summary, screenplay, story, pitch, financial analysis, marketing plans, or other information conveyed in writing or in discussion that is indicated to be confidential.

[**3. Non-Disclosure**](https://nondisclosureagreement.com/film-movie.html#non_disclosure)

Without Disclosing Party’s prior written consent, Receiving Party will not: (a) disclose Confidential Information to any third party; (b) make or permit to be made copies or other reproductions of Confidential Information; or (c) make any commercial use of Confidential Information. Receiving Party will carefully restrict access to Confidential Information to those of its officers, directors and employees who are subject to non-disclosure restrictions at least as protective as those set forth in this Agreement and who clearly need such access to participate on Receiving Party’s behalf in the analysis and negotiation of a business relationship or any contract or agreement with Disclosing Party.

[**4. Return of Film Materials**](https://nondisclosureagreement.com/film-movie.html#return_of_materials)

Upon Disclosing Party’s request, Receiving Party shall within thirty days return all original materials provided by Disclosing Party and any copies, notes or other documents in Receiving Party’s possession pertaining to the Film Concept or Confidential Information.

[**5. Exclusions**](https://nondisclosureagreement.com/film-movie.html#exclusions)

This agreement does not apply to any information that: (a) was in Receiving Party’s possession or was known to Receiving Party, without an obligation to keep it confidential, before such information was disclosed to Receiving Party by Disclosing Party; (b) is or becomes public knowledge through a source other than Receiving Party and through no fault of Receiving Party; (c) is or becomes lawfully available to Receiving Party from a source other than Disclosing Party; or (d) is disclosed by Receiving Party with Disclosing Party’s prior written approval.

[**6. Term**](https://nondisclosureagreement.com/film-movie.html#term)

This Agreement and Receiving Party’s duty to hold Confidential Information in confidence shall remain in effect until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or until whichever of the following occurs first: (a) Disclosing Party sends Receiving Party written notice releasing it from this Agreement, or (b) Confidential Information disclosed under this Agreement ceases to be confidential.

[**7. Warranty**](https://nondisclosureagreement.com/film-movie.html#warranty)

Disclosing Party warrants that the Film Concept is original to Disclosing Party and that Disclosing Party has the right to make the disclosures under this Agreement.

[**8. No Rights Granted**](https://nondisclosureagreement.com/film-movie.html#no_rights_granted)

This Agreement does not constitute a grant or an intention or commitment to grant any right, title or interest in the Film Concept or the Confidential Information to Receiving Party.

[**9. General Provisions**](https://nondisclosureagreement.com/film-movie.html#general_provisions)

**(a) Relationships**. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

**(b) Severability**. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

**(c) Integration**. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

**(d)    Waiver**. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

**(e)     Attorney Fees and Expenses.** In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

**(f)      Governing Law**. This Agreement shall be governed in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**(g)     Successors & Assigns**. This Agreement shall bind each party’s heirs, successors and assigns. Receiving Party may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Disclosing Party. However, no consent is required for an assignment or transfer that occurs: (a) to an entity in which Receiving Party owns more than fifty percent of the assets; or (b) as part of a transfer of all or substantially all of the assets of Receiving Party to any party. Any assignment or transfer in violation of this section shall be void.

**Disclosing Party:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Typed or Printed Name)

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Receiving Party:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Typed or Printed Name)

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_