

ANALYSIS PAPER

Due: No later than Saturday, May 2, 2015, at the beginning of class. No late papers will be accepted. NO EXCEPTIONS.

Your typed, 1½ line spaced paper should cover the following questions in a logical, comprehensible format. Do not use any outside resources. Do not discuss or share your paper with anyone else. At the end of your paper, type and sign the following statement: "I verify that the work contained in the paper is entirely my own; I have not consulted any outside resources other than the course textbook and notes."

Your paper will be evaluated on the following points:

- logical organization and analysis
- clear thinking and writing
- identification and application of relevant legal rules
- arguing both sides of each issue
- using specific references to the text where helpful
- reaching conclusions based on and supported by your analysis
- correct use of language including grammar, punctuation, and spelling.
- professional appearance
- devotion of adequate but not excessive amount of discussion to each issue.

Please analyze the following Agreement as to any legal issues you see arising therefrom. You may assume that counsel for the Disclosing Party drafted the Agreement. In addition to IDENTIFYING and FULLY ANALYZING any existing legal issues, also detail any revisions that counsel for the Recipient would want to be made to the contract in the interest of his/her client. Please utilize only American Federal or State law, and not the law of any foreign nation.

NON DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter "Agreement") by and between Ike&SandyCo. residing at Los Angeles, California (hereinafter IS) and Chinese Doll Factory residing at Beijing, China (hereinafter Factory), is entered into to provide for the confidentiality, protection and handling of Proprietary Information related to a textile and plastic talking doll to be known as Dolly for the purpose of examination, printing, reproduction, editing, playtesting, or consideration for publication (hereinafter "Purpose").

IS is also hereinafter individually referred to as the "Recipient" and Factory is hereinafter known as the "Recipient." IS and Factory are sometimes referred to collectively as the "Parties."

1. The term "Proprietary Information" means any and all information, in any form, whether of a technical or commercial nature, relating to the Purpose which is disclosed prior or subsequent to the date of this Agreement by the Disclosing Party to the recipient and identified by the Disclosing Party at the time of disclosure as being proprietary. Information disclosed in a form other than writing shall be confirmed in writing by the Disclosing Party as being proprietary within thirty (30) days of disclosure.
2. Proprietary Information shall not include information which, at the date of signature hereof, or thereafter becomes public domain, is known to the recipient prior to being disclosed by the Disclosing Party, in which case the recipient will notify to the Disclosing Party within 7 days that the information was already known prior to disclosure, is developed independently by the recipient, or is legally obtained by the recipient at any time from other sources who are not subject to proprietary restrictions. The recipient shall have the burden of proof in establishing any of the above mentioned exceptions.
3. The recipient agrees to use the Proprietary Information solely for the mutual benefit of parties in furtherance of the above stated Purpose, as specifically approved by the Disclosing Party, and agrees not to disclose the Proprietary Information to any third party or to any of its affiliates, employees or agents except as may be required to conduct the above mentioned Purpose. Any such disclosure to third parties shall be subject to the prior written consent of the Disclosing Party and shall be conditioned upon obtaining in advance a non-disclosure Agreement substantially in the form of this Agreement.
4. The Recipient agrees to retain the Proprietary Information of the Disclosing Party in confidence and to exercise towards it at least the same degree of care and protection that it takes to safeguard its own Proprietary Information.
5. The Proprietary Information of each party, or any part thereof, whether capable of being copyrighted, patented, or otherwise registered at law, or not, is for the purposes of this Agreement acknowledged by the Recipient as being the sole property of the Disclosing Party.
6. Nothing in this Agreement shall be construed as granting to the Recipient any rights by license or otherwise, express or implied, to or in any of the Disclosing Party's patents, non-patented

inventions or other intellectual property. No representation or warranty is made by the Disclosing Party with respect to information disclosed.

7. This Agreement shall remain in force and effect throughout the period in which the Recipient is actively engaged in the execution of the Purpose and for a period of Ten (10) years thereafter.

8. Promptly upon the termination of this Agreement, unless otherwise agreed in writing by both parties, each party shall return to the other all Proprietary Information of the other party that it has received or that is in its possession, together with all copies thereof, and will immediately cease to make further use or disclosure of such Proprietary Information.

9. Nothing herein (including the exchange of Proprietary Information hereunder) shall be deemed as obligating the parties to enter into any business relationship with respect to the Project or otherwise.

10. Each Party shall fully indemnify the other against any and all actions, claims, liability, costs, damages, charges and expenses suffered or incurred in connection with or arising out of any breach by a Party of any of the provisions of this Agreement or by any unauthorized disclosure or use of Proprietary Information by a third party or by any employee of any party to whom Proprietary Information has been disclosed or who has been allowed access thereto and acknowledges and confirms that a breach of its obligations hereunder cannot be compensated adequately by an award of damages or indemnity or other pecuniary remedy but the other Party shall also be entitled in the event of any such breach to the remedies of injunction specific performance or other equitable relief in respect of any such breach. Nothing in this Clause 10 shall be construed as a waiver by either Party of any of its rights including rights to damages or indemnity or other pecuniary remedy.

11. This Agreement shall be governed by and construed in accordance with the laws of California and The United States and any dispute arising under or in connection herewith shall be presented in and determined by these courts exclusively. The Parties each acknowledge that the State and Federal Courts in Los Angeles County California are the proper venue for this dispute.

IN WITNESS WHEREOF: this Agreement has been signed by each of the Parties hereto.

For and on behalf of _____

Name : Date:

Signature:

For and on behalf of _____

Name: Date:

Signature: