

THE STANLEY WORKS
VENDOR CONFIDENTIALITY AGREEMENT

The Stanley Works (“Stanley”) intends to purchase from the party whose name is set forth below (“Vendor”) certain _____ (the “Relationship”). In order to assist Vendor, Stanley will disclose to Vendor certain confidential information.

All information provided by Stanley will be presumed to be confidential. The term “Proprietary Information” shall include all such confidential information, the fact of communication thereof, as well as the existence and terms of this Agreement, the Relationship and any work performed pursuant thereto. Notwithstanding the foregoing, the term “Proprietary Information” shall not include information that: (1) is or becomes generally available to the public other than through unauthorized disclosure by the Vendor or its employees, agents, consultants or subcontractors; (2) is or becomes available without restriction to the Vendor from a third party who has lawfully acquired such information; (3) is invented or created by the Vendor independent of the disclosure by Stanley as demonstrated by the written records of the Vendor; (4) is known to the Vendor prior to disclosure by Stanley as demonstrated by the written records of the Vendor; or (5) is authorized in writing by Stanley to be disclosed without restriction. Vendor shall have the burden of proof to show that specific items of Proprietary Information fall within any of the foregoing exceptions.

In consideration of the Relationship and the opportunity to review the Proprietary Information, Vendor hereby agrees as follows:

1. Not to use any of the Proprietary Information for any purpose other than achieving the objectives of the Relationship. Vendor shall not undertake similar design or developmental activity during the existence of the Relationship, except as authorized in writing by Stanley.
2. Not to disclose any of the Proprietary Information to any person (including unauthorized Stanley personnel), except to those employees, agents, consultants and subcontractors of Vendor who require access to such information for Vendor to achieve the objectives of the Relationship. Vendor shall take all steps necessary to ensure that such employees, agents, consultants and subcontractors shall be bound by a confidentiality agreement with terms at least as restrictive as the terms of this Agreement (or otherwise acceptable to Stanley), and will conduct themselves in accordance with this Agreement.
3. All Proprietary Information remains the property of Stanley and no copies shall be made except as necessary to achieve the objectives of the Relationship. Upon the earlier of the termination of this Agreement or the request of Stanley, Vendor shall return to Stanley within 20 days all Proprietary Information without retaining any tangible embodiments thereof, and shall destroy any related notes of the Vendor, its employees, agents, representatives or subcontractors.
4. All inventions, discoveries, creations, improvements, models, prototypes,

patents, trade secrets, trademarks and copyrights relating to the Relationship (“Developments”) shall be the exclusive worldwide property of Stanley, except for those Developments identified in writing to Stanley prior to this Agreement, and regardless of whether such Developments are conceived by Vendor solely or jointly with others. Vendor shall promptly disclose all such Developments to Stanley, and shall use its best efforts to assist Stanley in the protection of its worldwide exclusive property rights in such Developments, including without limitation the execution of assignment, patent, copyright and trademark documents at the request of Stanley. In the event Stanley is unable to obtain Vendor’s execution of such documents, Vendor appoints Stanley as its attorney-in-fact for the purpose of executing or filing such documents. Vendor shall ensure that all of its employees and representatives working in connection with the Relationship are bound by obligations to assign all inventions, discoveries, creations, improvements or suggestions to Vendor and to assist in securing the intellectual property rights therefor.

5. Not to disclose Proprietary Information pursuant to legal process without timely notifying Stanley in order to permit Stanley to seek an appropriate protective order and/or to waive Vendor’s compliance with the provisions of this Agreement. Vendor shall not thereafter be liable for disclosing Proprietary Information to any tribunal, provided: (a) that all necessary steps for the protection of confidential information are taken; and (b) in the written opinion of counsel, Vendor is compelled to disclose the Proprietary Information under penalty of contempt, censure or other sanctions.
6. Vendor shall immediately give notice to Stanley of any unauthorized use or disclosure of Proprietary Information, and shall assist Stanley in remedying such unauthorized use or disclosure.
7. Unauthorized use or disclosure of Proprietary Information shall irreparably harm Stanley and entitle it to injunctive relief in addition to all other remedies at law or in equity.
8. The Relationship and Vendor’s performance of this Agreement are not in breach of any other agreement to which Vendor is a party, and Vendor shall not disclose to Stanley or induce Stanley to use any proprietary information of third parties without the written authorization of such third parties.
9. Vendor’s obligations under this Agreement shall survive the termination of this Agreement.

The parties agree to submit any dispute under this Agreement for non-binding mediation, and to conclude such mediation prior to the commencement of a lawsuit (except for an action for equitable relief to prevent irreparable harm). The mediation shall be conducted in accordance with the Model Procedures for Mediation of Business Disputes. The fees of the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, consultant, expert or counsel for either party with respect to the matters in dispute and any related matters.

In the event the dispute is not resolved by non-binding mediation, the parties agree to submit the matter for arbitration before a single arbitrator (who shall be experienced in intellectual property matters) in accordance with the Rules of the American Arbitration Association. The place of arbitration shall be the city of Hartford, Connecticut. The award of the arbitrator shall be the sole and exclusive remedy under this Agreement; shall include attorneys' fees and ordinary costs incurred by the prevailing party as determined by the arbitrator; shall include interest from the date of damages to the date of payment at a rate equal to the rate announced by Citibank N.A. as its prime lending rate; shall be payable promptly in United States dollars free of any tax, deduction or offset; and shall include any costs, fees or taxes incident to enforcing the award against the resisting party.

Nothing in this Agreement shall be construed to create a partnership, joint venture or employment relationship. This Agreement is solely for the benefit of the parties hereto and shall be governed exclusively by the laws of the State of Connecticut without regard to conflict of law principles. This Agreement may be modified or waived only in a writing signed by the party against whom enforcement of such modification or waiver is sought. Wherever possible, each provision of this Agreement shall be interpreted so as to be effective and valid under governing law. This Agreement may not be assigned by Vendor without written consent of Stanley, and shall be binding upon the Vendor's successors, legal representatives and permitted assigns.

The parties have caused this Agreement, constituting the entire agreement between them with respect to the subject matter hereof and superseding all prior related agreements, to be executed as of the last date reflected below.

VENDOR: _____

THE STANLEY WORKS

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date: