

**Potential Client Pitch/Joint Venture Submission Agreement
Council of Public Relations Firms
Client Services Committee Recommended Draft – March 2010**

[On Company Letterhead]

[DATE]

[CLIENT CONTACT]
[TITLE]
[CLIENT NAME]
[ADDRESS]
[CITY, STATE ZIP]

Dear _____:

We are pleased that you have invited us to submit materials to you in connection with **[describe project/program]**. We are making this submission of information and materials (“Materials”) to you upon the following understanding:

1. You agree that the Materials are on loan to you and shall at all times remain our property. We retain all right, title and interest in and to the Materials and all elements and ideas contained in them, including without limitation, all copyrights in them.
2. You agree that the Materials are of a proprietary and confidential nature, and you will allow review of the Materials only by those individuals in your company directly involved in the determination of our engagement. You further agree that under no circumstances shall you disclose to any third party any information with respect to the Materials.
3. You agree that your right to review the Materials is limited to the sole purpose of evaluating our engagement on your behalf. You shall have the right to copy the Materials only to the extent necessary to allow those individuals in your company directly involved in this determination the opportunity to review the Materials. You agree that under no circumstances shall you have the right to otherwise utilize and/or exploit the Materials or the ideas or elements contained in them, or authorize others to utilize and/or exploit the Materials or the ideas or elements contained in them, unless and until you have entered into a written agreement with us regarding our engagement on your behalf and your use of such Materials.
4. In the event that (i) you decline to engage us on your behalf or we are unable to reach agreement regarding our engagement, or (ii) we request the return of the Materials at any time and for any reason, you agree to promptly return any and all copies of all the Materials to us.

[OPTIONAL]

5. You understand that we will incur certain expenses in connection with our creation and submission of the Materials, including travel and related expenses. As a result, in consideration of our submission of the Materials to you, you agree to pay us the sum of _____ no later than **[INSERT DATE]**. This payment does not alter the fact that we retain all rights, title and interest in, and to, the Materials and the idea contained in them.

Please acknowledge your agreement with the terms of this letter by signing in the space provided below.

Very truly yours,

[AGENCY NAME]

By: _____

Its: _____

ACKNOWLEDGE AND AGREED
As of the date first written above

By: _____

Its: _____