

RECIPE / FORMULATION CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is provided by FoodCalc, LLC (“FoodCalc”) to <INSERT NAME> (“Client”).

Whereas, Client is the exclusive owner of certain Confidential Information (“Information”) including recipes, specifications, ingredient lists, weights and measures, preparation and processing data.

Whereas, Client wishes to purchase or receive Nutritional Analysis (“Analysis”) services from FoodCalc and is willing to disclose to FoodCalc such Information as FoodCalc reasonably requires to be able to provide Analysis according to Client instructions:

Whereas, FoodCalc is willing to provide Analysis services to Client and hereby provides the following undertakings for the benefit and reassurance of Client. These undertakings are subject to FoodCalc’s reasonable disclaimers as set forth or implied below.

1. FoodCalc will treat and hold Information as confidential and will not disclose nor permit to be disclosed any or all of the Information to any third party for any purpose whatsoever without Client’s express prior written authorization.
2. For the purposes of this Agreement, Client may disclose Information by electronic submission to any of the secure sites of FoodCalc including www.menucalc.com or www.labelcalc.com, or by other means including written or verbal.
3. FoodCalc confirms that all of its employees are subject to FoodCalc’s internal Confidentiality Agreement which strictly limits all access to Client Information to a need-to-know basis and for the sole purpose of carrying out Client instructions.
4. FoodCalc’s performance of Analysis is on the understanding and condition that Client is solely responsible for identifying and/or selecting each component ingredient and for providing the applicable weight or measure for ingredients and finished product (yield).
5. FoodCalc uses up-to-date ingredient nutrition data provided by USDA and applies the most recent regulatory criteria provided by FDA, and undertakes to use diligent and reasonable efforts to provide accurate and compliant Analysis. However, FoodCalc (a) provides no warranty that its Analysis is accurate or compliant, and (b) expressly disclaims any liability which may arise or be alleged to arise from any Analysis error or omission.

This Agreement is governed by the laws of the State of California and is made effective only when Client has confirmed receipt and acceptance prior to placing of any order for Analysis.

By:


Printed Name and Title:
Lucy Needham, CEO

FoodCalc, LLC
576 Sacramento Street, Fourth Floor
San Francisco, CA 94111
(415) 398-4628

By:


Printed Name and Title:
Alyson Mar, Lead Registered Dietitian

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