



Non-Disclosure Agreement

Date: this 1st April 2019

Parties:

- (1) 'The Donor':
- (2) 'The Recipient': **Albright IP Limited**, of County House, Bayshill Road, Cheltenham, GL50 3BA

Operative Provisions:

1 In consideration of the disclosure to it by the Donor of information (whether or not contained in documents) relating to a _____ ('the Information') for the purposes of the preparation, filing and prosecution of one or more patent applications ('the Applications') on behalf of the Donor ('the Purpose') the Recipient undertakes that it will respect and preserve the confidentiality of the Information and it will not without the express prior consent of the Donor either:

1.1 communicate or otherwise make available the Information to any third party, other than:

- a) an employee of the Recipient who requires the Information in connection with his employment and then only if the employee is bound by conditions of secrecy no less strict than those set out in this Agreement which conditions the Recipient hereby agrees to enforce at the request of the Donor; and/or
- b) the UK Intellectual Property Office, the European Patent Office, the United States Patent and Trademark Office, the World Intellectual Property Organisation, and any other national or international intellectual property office worldwide, but only with respect to the Applications in accordance with the Purpose; and/or
- c) any person in any jurisdiction worldwide who has been authorised by the Donor or Recipient to act on behalf of, or otherwise assist, the Donor with respect to one or more of the Applications, and any duly authorised legal representative of the Donor in any jurisdiction worldwide; and/or

1.2 use the Information for any investigation, research, development or manufacture, other than so far as any such activity is essential for the Purpose.

2 The above obligations shall not apply or shall cease to apply to such of the Information as the Recipient can show to the reasonable satisfaction of the Donor:

- 2.1 has become public knowledge other than through the fault of the Recipient; or
- 2.2 was already known to the Recipient prior to disclosure by the Donor; or
- 2.3 has been received from a third party who did not acquire it in confidence from the Donor or from someone owing a duty of confidence to the Donor.

3 The above obligations shall also apply to any sample or article incorporating or derived from the Information and whether or not provided by the Donor ('Samples').

4 The Recipient shall, at any time and if so requested by the Donor, return to the Donor (or if the Donor so requests, destroy or erase) all Samples and any documents provided by the Donor recording the Information.

5 The term of this agreement is to be five years from the first disclosure of the Information by the Donor to the Recipient, or until the first public disclosure of the Information, or until the Recipient is authorised to disclose the Information by the Donor to a third party (such as a Patent Office), whichever is shorter.

6 The agreement shall be governed by the courts of England and Wales, and the parties agree to submit to the jurisdiction of the courts of England and Wales.

SIGNED by the Donor:

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SIGNED for and on behalf of the Recipient:

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Adrian Niall Hocking
Patents Director | Chartered British Patent Attorney | European Patent Attorney

