



NON DISCLOSURE AGREEMENT

(Governed by the Laws of England & Wales)

This agreement is made between **APPY MONKEY**

AND _____

1.0 This agreement relates to:

1.1 a new product idea known as: _____

(The 'Project')

1.2 Patent / Registered Design No: _____

(If Applicable)

2.0 The Advisor agrees:

2.1 to keep confidential all confidential information relating to the Project for 15 years, when the agreement terminates;

2.2 not to make notes, sketches, drawings, photographs, samples or the like of the Project without consent;

2.3 to return, or destroy and provide a Certificate of Destruction, all relevant documents, samples or the like supplied by the Inventor concerning the Project upon reasonable payment of expense and written request;

2.4 to maintain a proper complaints procedure with written details available on request;

2.5 that no intellectual property is transferred to the Advisor by this agreement and no commercial relations are created by the Inventor's submission, other than regarding confidentiality;

2.6 that all information they provide to the Inventor may be disclosed to other persons.

3.0 Conflicts of interest:

3.1 The Advisor handles a large quantity of ideas so technical conflicts of interest may be likely to arise.

3.2 The Inventor accepts that the Advisor will act accordingly to ensure that the Inventor is not disadvantaged.



4.0 This agreement will exclude any information which:

- 4.1** was already known to the Advisor before the date of the receipt of the information; or
- 4.2** is available to the public in the UK or elsewhere;
- 4.3** comes into the Advisor's possession from a 3rd party without contravening the Inventor's rights.

5.0 In order for this agreement to be in compliance with the British Standard BS 8538:2011:

5.1 The Inventor confirms:

5.1.1 that they have the right to disclose the Project and confidential information;

5.2 The Advisor confirms:

5.2.1 that if they become aware of other persons with a right in any of this information, the Advisor shall inform the Inventor before disclosing to those persons;

5.2.2 external advisors may only be given confidential information by the Advisor in order to help the Inventor develop the Project, and only as much as is necessary for advice. Also this will only be under written terms of confidentiality that are comparable. (Or to a regulated person with a professional duty of confidentiality such as a patent attorney). Unless the Inventor has reasonable grounds for suspecting the external advisor of a breach of confidentiality or other misuse of information, all information they provide is confidential, including identity; but

5.2.3 in the highly unlikely event of any problems both the Advisor and the external advisor are liable for that external advisor's breach of confidentiality

APPY MONKEY SIGNATURE

INVENTOR SIGNATURE _____

DATE _____

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