

NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT is made on this day of January, 2019 **by and between**;

sr4ipr Partners, patent attorneys, an Indian Partnership Firm having its office at # 546, Park Avenue, Sector – 4, VAISHALI, Distt. Ghaziabad – 201010 (NCR, New Delhi), INDIA (herein referred to as **Attorneys**) which expression shall unless repugnant to the context or the meaning thereof shall always mean and include its assigns) of the FIRST PART

AND

..... , a Indian national and r/o , (herein referred to as **Inventor**) which expression shall unless repugnant to the context or the meaning thereof shall always mean and include his / her successors and assigns) of the SECOND PART

The party of the first part and second part shall in this document collectively referred to as "Parties" and individually referred to as "Party".

Whereas;

The **Attorneys** is an intellectual property (IP) law firm and deals with all kinds of IP matters including Patents from registration to litigation relating thereto.

The **Inventor** is involved in research and development and has invented a device known as and approached the **Attorneys** to get his invention registered under the provisions of the Patent Act.


The **Inventor** wants to sign a Non-Disclosure Agreement (NDA) before disclosing the invention to the **Attorneys**.

The Parties have agreed to sing the NDA.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

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1. That the **Inventor** will disclose the confidential information relating to their^s invention to the **Attorneys** to enable them to draft the specification and file the patent application at the patent office.
2. That the **Inventor** retains all right, title and interest in and to its Confidential Information and nothing herein will be construed as conveying to the **Attorneys**.
3. That the **Inventor** will not be deemed to have granted any rights to the **Attorneys** hereunder with respect to the invention and any intellectual property owned by inventor.
4. That the **Inventor** warrant that they have the right to make disclosures of the Confidential Information under this agreement and the information disclosed are their proprietary information and shall be held liable if it is found that the Confidential Information belongs to a third party.
5. That the **Attorneys** will use the Confidential Information provided by the inventors for the purpose of drafting specification only and for no other purpose.
6. That the **Attorneys** will not disclose Confidential Information of the **Inventor** to any third party, or use such Confidential Information in any way that will result in disclosure of Confidential Information to any third party.
7. That the **Attorneys** will protect the Confidential Information from unauthorized disclosure, access or use by using the same degree of care as the **Attorneys** uses to protect its own Confidential Information of a like nature, but, in any event, no less than a reasonable degree of care.
8. That the **Attorneys** agrees to restrict access to the Confidential Information of the inventors to only those of its employees, consultants, or agents who need to have access to such Confidential Information in order to carry out drafting and filing the patent application at the patent office.
9. That the **Attorneys** can not be held liable for the disclosure of the Confidential Information if it is disclosed by some other office, for example, the Patent Office.


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10. That the **Attorneys** can not be held liable for the disclosure of the Confidential Information if it is already available in the public domain.
11. That this Agreement will remain in force till the patent application is filed at the patent office, subsequently, the **Attorneys** can not be held liable for the disclosure of the Confidential Information in the manner what so ever.
12. That the **Inventor** have agreed to pay the fee as informed and disclosed in the schedule of charges.
13. This Agreement shall be construed and interpreted by the laws of India excluding any choice of law rules that may direct the application of the laws of any other jurisdiction.
14. That all kinds of disputes arising out of or in relation to this MOU will be settled by the parties to this MOU by mutual discussions / consultations and in case of a failure an arbitrator may be appointed by mutual consent of the parties in order to settle such disputes in accordance with the provisions of the Arbitration and Conciliation Act, 1966. Ghaziabad will be the jurisdiction for the trial of any kind of dispute.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Confidentiality and Non-Disclosure Agreement as of the date first above written.

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Inventor / Applicant


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