



Companies and Intellectual  
Property Commission

a member of **the dti** group

## Inventor Assistance Program (IAP)

### Confidentiality Agreement

*Please e-mail completed application form and one (1) completed Confidentiality Agreement to Companies and Intellectual Property Commission (CIPC) [the necessary e-mail address will be provided upon consultation with CIPC]*

Date:

This Agreement is made between **CIPC**, “the Recipient”; and

Name of **Applicant**:

“the Applicant”.

The purpose of this Agreement is to allow the Applicant to disclose to the Recipient certain limited confidential information about the Applicant’s patent application in order to assist the Recipient in determining whether the Recipient may receive such confidential information as part of Recipient’s work with the IAP. The Recipient will, as more fully described below, use such confidential information for the purpose of assisting the Applicant in connection with the IAP, including for the purpose of determining whether an IAP volunteer attorney may undertake the legal representation of the Applicant. Notwithstanding anything to the contrary herein, this Agreement does not create an attorney-client relationship between recipient and applicant. This Agreement will be effective as of the date first written above. By signing below, and in consideration for the Recipient’s promise to maintain in confidence the information disclosed by the Applicant pursuant to the terms and conditions set forth herein, the Applicant hereby agrees to disclose all necessary or pertinent information about Applicant’s  (“the Patent Application”) for the purposes described above.

By signing below, and in consideration for the Applicant’s foregoing promise to disclose information about the Patent Application, Recipient hereby

- (i) agrees to keep confidential all information disclosed by the Applicant related to or concerning the pro se Patent Application or the invention for which pro bono assistance is sought in relation to determined patent-related activities;
- (ii) agrees not to disclose or make any use of such confidential information for any purpose other as set forth in the immediately preceding paragraph; and
- (iii) agrees that the foregoing obligations of confidentiality will remain in effect for a period of two (2) years from the effective date of this Agreement regardless of whether the Recipient is assisted in any way by the IAP. Notwithstanding the foregoing, the Recipient agrees that he/she will return or otherwise destroy all such confidential information promptly when he/she has completed the investigation of the Patent Application for the purposes contemplated in this Agreement; provided, however, that the Applicant may retain copies of such confidential information for solely archival purposes.

This Agreement may not be changed, modified released, discharged, abandoned or otherwise amended, in whole or in part, except by an instrument in writing, signed by the Recipient and the Applicant, superseding any previous oral or written communications, representations, understandings or agreements between the Recipient and the Applicant. This Agreement shall be governed by the laws of

**Applicant Signature:**

Applicant Name:

Date of Applicant Signature (day/month/year):

**Recipient Signature:**

Recipient Name:

Date of Recipient Signature (day/month/year):