



**Innovation and Technology Management Office**  
**Office of the Deputy Vice Chancellor (Development Services), University of Lagos**  
**Intellectual Property Unit**

**NON-DISCLOSURE AGREEMENT FORM FOR INVENTIONS AND RELATED MATTERS**

This Agreement is made and entered into as of the ----- day of ----- herein (the "Effective Date") between \_\_\_\_\_, (the "Disclosing Party"), having its principal address at \_\_\_\_\_ and *Innovation and Technology Management Office, on behalf of University of Lagos*, a University established by an act of Parliament of the Federal Republic of Nigeria, having its principal address at the University of Lagos, Akoka-Mainland, Lagos (the "Receiving Party").

1. **WHEREAS**

- A. The Inventor (hereinafter refer to as Disclosing Party) and the Research & Innovation Office, University of Lagos (Receiving Party) have an interest in participating in discussions enabling both parties to share information which the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information");
- B. the Parties agree that Confidential Information of a Party might include, but not be limited to that Party's: (1) research and development plans, methods, and practices; (2) specifications, drawings, sketches, models, samples, tools, computer programs; (3) discoveries, inventions, patent applications, current and future products, technical information, or other related information;
- C. the Discloser possesses competitively valuable Confidential Information (as hereinafter defined) regarding its research and development, discoveries, inventions, current products and future products;
- D. and the Discloser in exploring the possibility of a mutually beneficial relationship between itself and the Recipient shall disclose such Confidential Information to the Recipient as is necessary for the Permitted purpose (as hereinafter defined).

THEREFORE, In consideration of the promises and covenants contained in this Agreement and the disclosure of Confidential Information from the Discloser to the Recipient, the parties hereto agree as follows:

2. **Definitions and Interpretation**

In this Agreement (unless the context otherwise requires) the following words and expressions shall have the following meanings:

"*Agreement*" means this agreement, and any amendments to this agreement from time to time.

"*Confidential Information*" means all technical, business, patents, patentable information, IP information (irrespective of its form of disclosure) disclosed or made available by the Discloser or any of its Representatives to the Recipient or any of its Representatives. It shall however not include any materials or information that the Recipient can demonstrate and show:

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- a) is at the time of disclosure generally known by or available to the public or became so known or available thereafter through no fault of the Recipient; or
- b) is legally known to the Recipient at the time of disclosure; or
- c) is furnished to the Recipient by a third party who legally obtained said information and the right to disclose it; or
- d) is developed independently by the Recipient where the Recipient can document such independent development.

"*Disclosing Party*" means the person or his representatives(s) who provides the proprietary confidential information.

"*Intellectual Property Rights*" means all copyrights, patents, patent applications, licenses, branding, trademarks, trade names, film and television rights, electronic and internet rights, know-how and inventions or other rights of every kind deriving therefrom and all fees, royalties and other rights of every kind deriving from such copyrights, patents, licenses, branding, trademarks, trade names, film and television rights, electronic and internet rights, know-how and inventions or other rights.

"*Inventor*" means an individual or a group of individuals who devises, creates or discovers a new process, product, concept, system or technology. This definition equally extends to an individual or a group of individuals who is the first to develop or produce a product or technology and/or an individual or group of people who build upon already existing concepts, processes, technologies, systems and products.

"*Party*" means either the Discloser or the Recipient individually.

"*Parties*" means both the Discloser and the Recipient jointly.

"*Purpose*" means facilitating further development or filing of IP Right for the disclosed Confidential Information.

"*Receiving Party*" means the person or his representatives(s) who receives the proprietary confidential information from the discloser.

"*Representative*" means, in relation to a party, that party's employees, agents, accountants and lawyers.

### 3. Body of Agreement

- 3.1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.
- 3.2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, for a period as long as this Agreement is in force and beyond from the date of disclosure, refrain from disclosing such Confidential Information to any other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its representatives or agents who has access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.
- 3.3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request

from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

- 3.4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or technology, copyrights, inventions, trademarks, industrial designs, and patents that are similar to or compete with the products, concepts, systems or technologies, copyrights, inventions, trademarks, industrial designs, and patents contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
- 3.5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:
- a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party; or
  - b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents; or
  - c) Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder; or
  - d) Is approved for release (and only to the extent so approved) by the disclosing Party; or
  - e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
- 3.6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
- 3.7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
- 3.8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.

This Agreement shall remain in effect for a period of two (2) years or for such a period appropriate IP Right is granted from the Effective Date and fully commercially exploited unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

#### **4. Dispute Resolution**

- 4.1 The Parties hereby agree that any dispute or claim arising out of or in connection with this Agreement shall, in the first instance, be referred to for mediation by the University's Intellectual Property Committee (IPC).
- 4.2 In the event that the IPC is unable to mediate successfully in the dispute, such dispute shall be referred to the Chartered Institute of Arbitrator (CI Arb) for arbitration and shall be finally settled in accordance with the Arbitration Act Cap A19, Laws of the Federation of Nigeria, 2004.
- 4.3 The place of arbitration shall be Nigeria, and the language of arbitration shall be English.

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4.4 In the event that the parties are unable to resolve any dispute amicably, the courts of the Federal Republic of Nigeria shall have exclusive jurisdiction, and this Agreement shall be governed by and construed in accordance with Nigerian Law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

**[Disclosing Party]**

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**[Institutional Representative ]**

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**[Receiving Party]**

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_