Confidentiality undertaking in respect of an invention that you intend to patent:

Before disclosing your invention to a possible commercialisation partner ("the recipient"), you should either:

- (a) ensure that the recipient signs two copies of the confidentiality undertaking below (a copy to be kept by each party); or
- (b) file a provisional patent application describing your invention.

The second option (i.e. filing a provisional patent application) is preferable. However, a provisional patent application costs between R5,000 and R20,000 and delay disclosure by about two weeks.

Alternatively, signature of the confidentiality undertaking below should protect you to some extent against unauthorised disclosure and unauthorised use of your invention by the recipient. In addition, if the recipient discloses the invention without your permission, you may still file a patent in respect of the invention. The only drawback is that you will need to prove that such unauthorised disclosure originated from the recipient.

The confidentiality undertaking is copied below:

Dear **Confidentiality undertaking** As you are aware, I have invented a: [describe the invention in general terms, without disclosing the novel feature(s)] (see the attached schedule for further details) which I intend to patent. The invention and related confidential information ("the Intellectual Property") are extremely valuable assets to me and any unauthorised public disclosure of the Intellectual Property would be to my prejudice. Accordingly, it is important for me to preserve my rights to such Intellectual Property and to prevent its misuse and unauthorised disclosure. I have agreed to disclose the Intellectual Property to you for the purposes of discussing possible future collaboration and commercialisation of the invention, and I stress that this disclosure is made on a confidential basis, i.e. on conditions that you will not, without my prior written consent: (a) divulge or permit to be divulged to any third party any aspect of the Intellectual Property; or (b) use any aspect of the Intellectual Property for any purpose whatsoever. Please sign and return the duplicate copy of this letter of agreement to me. Yours faithfully Name: We acknowledge that disclosure of the Intellectual Property is subject to the conditions set out in this document. SIGNED AT THIS DAY OF 20 Name:

Letter to be typed on your letterhead

Schedule [Describe the novel features of the invention]: