University of Ruhuna
NDA for inventors

Agreement signed between KTTO inventors

KNOWLEDGE AND TECHNOLOGY TRANSFER OFFICE (KTTO)
UNIVERSITY OF RUHUNA (UoR)

NON DISCLOSURE AGREEMENT BETWEEN INVENTOR AND KNOWLEDGE AND TECHNOLOGY TRANSFER OFFICE FOR INTELLECTUAL PROPERTY

THIS AGREEMENT is dated……20 .....and made **BETWEEN**

(1) [Name and address]

……

……

……

("Inventor") of UoR and

(2) [Name and address]

……

……

("Recipient/KTTO")

WHEREAS

(A) Researcher of UoR possesses certain intellectual property (IP) Information which UoR researcher is willing to disclose to KTTO on the terms set out below

(B) KTTO as a recipient is willing to accept the IP Information on those terms and to use the Proprietary Information only for the purpose of..... ("the Permitted Purpose").

NOW IT IS AGREED AS FOLLOWS

1. "Confidential Information" means any and all information relating to the research and IP of the UoR, including without limitation, know-how, data, processes, designs, photographs, drawings, specifications, software

programs, and samples, which is marked with an indicator such as "Confidential" or "Proprietary", but excluding information which:

1.1 is or comes into the public domain otherwise than by disclosure or default by the Recipient;

1.2 was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; or

1.3 was already known to the Recipient as evidenced by written record pre-dating such disclosure.

2. In consideration of UoR researcher disclosing IP Information, the KTTO, hereby undertakes for a period of [five] years from the date of this agreement

2.1 To keep confidential all IP Information that it may acquire in any manner;

2.2 To use such IP Information exclusively for the Permitted Purpose and not to use the IP Information for the Recipient's own purposes or benefit;

2.3 Not to disclose such IP Information to anybody, except to authorised employees or other agents of the Recipient who need to have access to the Proprietary Information for the purpose of carrying out their duties in connection with the Permitted Purpose;

2.4 To inform everybody to whom it discloses IP Information that it is confidential and obtain their agreement to keep it confidential on the same terms as this Agreement;

2.5 To keep safe any drawings, documents, samples or materials provided on loan by UoR, not to reproduce, part with possession of, modify or otherwise interfere with such items, to return them immediately upon Owner's request

and in any event spontaneously when no longer required for the purposes of this Agreement;

3. The KTTO Recipient hereby acknowledges and confirms that all existing and future IP rights relating to the IP Information are the exclusive property of UoR.

The KTTO will apply for IP protection in respect of the IP information. All IP rights relating to any drawings, documents and work carried out by the KTTO belong to KTTO of UoR.

The Recipient will do all such things and execute all documents necessary to enable Owner to obtain, defend or enforce its rights in such drawings, documents and work.

4. This Agreement is governed by and will be construed in accordance with Sri Lankan law and is subject to the non-exclusive jurisdiction of the Courts.

For and on behalf of Recipient:	For and on behalf of Owner:
Signed:_____	Signed:_____
Name: _____	Name:_____
Position:_____	Position:_____