



# **Invention**

# Academy

**CONFIDENTIALITY AGREEMENT**

INVENTION ACADEMY SARL  
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# Confidentiality Agreement

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# Confidentiality Agreement

## 1. Overview

It is important that you read these terms and conditions carefully as they will form the basis of a legally binding contract between Invention Academy LLC ('Invention Academy') and its customers ('the Customer'). Dealings with Invention Academy are subject only to these terms and conditions as they stand under the Moroccan Law.

## 2. Definition

2.1. For the purposes of this document 'we' and 'our' and 'us' refers to Invention Academy while 'Customers' and 'clients' and 'their' refers to the organization or an individual requesting Invention Academy' services.

2.2. The Customer intends to disclose information to Invention Academy, and/or Invention Academy may obtain access to information (the 'Confidential Information'), for the purpose of, and/or in the course of providing patent consulting services, PCT filing and/or invention licensing service to and/or on behalf of the Customer or the Customer's clients ('the Purpose').

2.3. 'Confidential Information' is all information or data disclosed directly by the Customer or by a third party on the Customer's behalf to us for the Purpose. This includes but is not limited to the Customer's business, trademarks, operations, processes and business know how, or any information relating to the business, technology or intellectual property of clients or prospective clients of the Customer.

2.4. Confidential information excludes the following:

2.4.1. Information which becomes common knowledge without breach of this agreement by Invention Academy.

2.4.2. Information disclosed to Invention Academy by some other source.

## 3. General

3.1. We produce reports which are an independent opinion for guidance only and therefore not guaranteed for accuracy or suitability.

3.2. Unless otherwise agreed between Invention Academy and the Customer, the results of the services shall be delivered in a form, which Invention Academy deems suitable.

3.3. Prior to the patent consulting services, PCT filing and/or invention licensing service taking place, the Customer undertakes to provide Invention Academy, information known to the Customer to facilitate such Services.

3.4. Our reports cannot be copied for general publication or distribution without prior written permission from Invention Academy.



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3.5. We will make all reasonable efforts to provide reports with due care and within the specified time frames.

3.6. Invention Academy services can be amended or adjusted during the term of the agreement without prior notice. Such amendments or adjustments deemed by Invention Academy to be material will be notified to the Customer. Any such amendments or adjustments will not entitle the Customer to compensation.

### 4. Customer and Credit Information

4.1. The Customer agrees that prior to and during the term of the Agreement Invention Academy is entitled to obtain information about the Customer and their credit worthiness.

### 5. Payment and Remuneration

5.1. All services must be paid for in full within 30 days of receipt of invoice.

5.2. Payment must be in made in one of the forms stated on our website or by prior arrangement.

5.3. Payment must be in accordance with our price list in force at the time, or as agreed upon in writing between Invention Academy and the Customer.

### 6. Confidentiality

6.1. During and after the terms of the Agreement, Invention Academy agrees that all information passed from the Customer to Invention Academy shall be Confidential Information and maintains:

6.1.1. Not to make commercial use thereof.

6.1.2. Not to use for the benefit of itself or any third party other than pursuant to a further agreement with the Customer.

6.1.3. Invention Academy undertakes to keep the Confidential Information secure and not to disclose it to any third party except to its employees who need to know the same for the Purpose, who know they owe a duty of confidence to the Customer and who are bound by obligations equivalent to those in this agreement.

6.2. The Customer is responsible for transferring all Customer information to Invention Academy in a secure manner.

### 7. Disputes

7.1. Any disputes between the Customer and Invention Academy will wherever possible be resolved through negotiations between the parties. Where agreement cannot be made in this manner the matter will be taken to arbitration. Where agreement cannot be reached through arbitration the dispute will be settled in the Commercial Court of Casablanca.



## Confidentiality Agreement

Signed on behalf of Invention Academy Sarl:

Print Name:

Position:

Signed on behalf of customer:

Print Name:

Position:

Company: