



INVENTOR PACK

Version 5.1 - 16 January 2009

TREVOR BAYLIS BRANDS plc

delivering help to people with great ideas

Trevor Baylis Brands plc
The Enterprise Centre (West Wing)
Spelthorne Civic Offices
Knowle Green, Staines, Middlesex
England, United Kingdom TW18 1XB

Telephone: 05601 290240

Email: info@baylisbrands.com

A message from our President, Trevor Baylis OBE

Dear Inventor,

Welcome to Trevor Baylis Brands plc, the company I set up to encourage and support people with good ideas.



We provide assessment services and work closely with inventors and entrepreneurs to establish the best way to protect the idea and we try and find a way of getting rewards for qualifying ideas. I think that it's most important to recognise that it takes courage to put forward an idea to us, and so everyone that does will receive a certificate personally signed by me.

My team will look at your idea and tell you whether in our opinion it is novel and whether it can be protected with a Patent or other form of protection. If the idea can be protected then we will consider its commercial potential. If we are successful in identifying sufficient market demand for it, then we will offer to develop it with you in return for a share of the subsequent benefits. By sending in your idea you are under no obligation to take up our offer.

If you have any questions then please do not hesitate to contact my team directly by telephone or email.

Whilst we can make no promises about the outcome for your idea, we will do our very best to treat you with the respect and understanding that all inventors and entrepreneurs deserve.

I look forward to hearing from you,

A handwritten signature in blue ink that reads "Trevor Baylis". The signature is fluid and cursive, with a long horizontal line extending from the end.

Trevor Baylis OBE
President, TBBplc.

Welcome to the TBB Inventor Service

First of all...

So you think that your idea is new and protectable. The next step is to have a professional patent search carried out to make sure that the idea really is new. Having a good idea that really is new is just the first step in the long and sometimes difficult invention commercialisation process. Our aim is to help you to negotiate that process successfully. We do this by identifying ideas that we think are new and can be protected and also stand a good chance of being a commercial success.

Please remember: If you have a great idea, then please don't tell anyone about it! A patent cannot be granted for an invention that has already been disclosed in public...and that includes telling your friends! We've included our top ten tips for Inventors at the back of this pack.

What does our Inventor Service include?

Great minds think alike and perhaps more than one person has already thought of your great idea. We do a patent search for similar products and ideas to check if this has happened. Nobody wants to find out that their great idea has already been done before, but it's better to find that out as soon as possible. Armed with that information it may be possible to come up with an even better idea that overtakes the competition. As part of our service we will tell you about any similar ideas or products that we find.

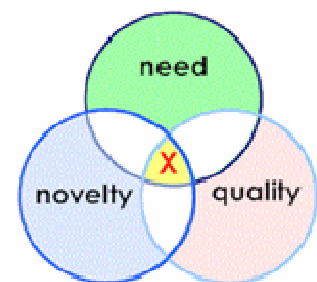
If your idea really is new then we look for ideas that solve a real problem so it's very important to think about who would use your idea or who would buy it. There has to be a real need for the idea.

We check that the idea would work. If we can't decide ourselves then we will consult with one of the many experts that we can contact. It isn't critically important to have a working prototype at this stage, but the idea must be based on sound science and technology. Where necessary we may be able to arrange to build prototypes or get one of our industrial partners to do it.

The final area that we think about covers such things as the costs of having the product manufactured and getting it to market. We call these the 'quality' issues. Generally we will try and find an industrial partner who is already working with similar technology. This will considerably reduce the risk because they will understand the needs of the particular market and can provide invaluable insight as to the best way forward.

If we believe that your idea really is new then we will start to look at its commercial potential. If we believe it has commercial prospects then we will advise you on the best way of protecting it. There are several ways of protecting ideas and not just Patents. Design Registration might be better and much cheaper for some products. If it's a new business then a Trade Mark strategy is important.

It's all summarised in the little diagram above. We are looking for ideas that meet a real market need, that are new and exciting, and can be made to sell at the right price. We hope that yours is one of them and we will summarise our findings in a written report that we will send to you as soon as possible.



'X' marks the spot! The most successful ideas have a winning combination of NOVELTY, NEED and QUALITY

DISCLAIMER. Our Inventor Service is designed to be an initial invention assessment where we aim to identify relevant Intellectual Property and / or products and / or technologies to help make informed decisions before further developing invention ideas. Because the databases and markets we search are constantly changing, our findings are not guaranteed or exhaustive. At our absolute discretion we may return all documents and payments to you if we do not believe we can provide a satisfactory service for any reason.

Getting your idea to market

If your idea passes our patent check and has good commercial prospects we may offer you an agreement to develop your idea commercially. Under this agreement we will try to help you benefit from the idea by arranging a licence, or by forming a company to market it. Even though you send in your idea to us now you are under no obligation to accept that agreement and you can take the results of our work and go ahead on your own.

This part of our service is offered on a profit-sharing basis. Our standard agreement is for you the Inventor to keep two thirds of any benefits that we generate, we keep one third. We therefore share in the rewards and the risks by offering our time, resources and expertise at zero-cost to seek a route-to-market for the idea on your behalf. You can therefore continue your day-job while we do all the hard work!

Although we cannot guarantee the commercial success of your idea, we do believe that our approach offers the most cost effective way of filtering and developing new ideas - in the best interests of the inventor. If your idea passes our assessment process then you will receive our support to seek a route-to-market for it.

How long will it take and how much does it cost?

If the assessment process doesn't need us to get any specialist advice, we will try to report to you within about 8 weeks. If your idea is complex or if we need to contact experts as part of the evaluation it may take longer. In either case we will contact you at the earliest opportunity. The cost of our Inventor Service is currently £199.00, including VAT. **We do not charge any other fees.**

How to submit your invention

If you have any questions or require support with the documents please contact us either by email at nda@trevorbaylisbrands.com or telephone us on 05601 290240 (Mon-Fri 09:00 17:00)

1. Sign the Confidentiality and Non-Disclosure Agreements

We need to conclude a Non-Disclosure Agreement with you before you tell us about your idea. You will have received two signed copies from us so you can return **one copy** signed by you with your idea. Of course we would keep your idea confidential anyway, but you may need the document later for patenting purposes to show that you did not put the idea in the public domain by talking to us.

Fill in the date on the front page of both agreements and then sign the last page of both agreements

2. Fill in the Invention Description and Payment forms

3. Send **ONE** of the Confidentiality and Non-Disclosure Agreements, the Invention Description and Payment form to us

We will acknowledge receipt of your Invention Description within a week. Please **do not** send prototypes or important original documents unless we specifically ask for them. We cannot take responsibility for items for which we do not ask. If you need any help or guidance please call us on 05601 290240 (local call rate from BT Mon-Fri 09:00 17:00)

SEND THE FORMS TO:

**Trevor Baylis Brands plc
The Enterprise Centre (West Wing)
Spelthorne Civic Offices
Knowle Green, Staines
Middlesex - TW18 1XB**

Non-Disclosure Agreement

Guidance notes – keep these for your reference

This is a summary of the Initial Confidentiality and Non-Disclosure Agreement to be entered into between Trevor Baylis Brands plc referred to as “we”, or “us” and the inventor referred to as “you”.

We realise that the NDA may look a bit daunting so we have included this summary to clarify the main points. If you are still not sure what the Agreement means, please take professional advice. It should not be necessary for you to disclose your idea to any proper professional advisor in order to receive legal advice.

If you wish to put more than one name as the Inventor, please contact us and we will send you a revised agreement by return. We can do this by email if you have it. Please send the request to nda@baylisbrands.com.

What is the NDA all about?

The purpose of this Agreement is to enable you to disclose to us details of your Idea secure in the knowledge that **we are under an obligation to keep the information confidential**. This may also be of importance to you for other reasons, for example, in the case where you are applying for a patent and you are required to maintain confidentiality.

What are the main points?

- As you would expect, **we do not acquire any rights whatsoever in your Intellectual Property Rights (IPR's)** and the Idea (see Clause 1).
- The duty of confidentiality remains for a period of 5 years from the time that any Confidential Information is disclosed (see Clause 3).
- You are assuring us that you have not, to date, offered any interest in the Idea to any person and are not in negotiations with any party relating to any interest whatsoever in the Invention (see Clause 5). Please let us know in writing prior to signing the Agreement if this is not the case. It can cause confusion and embarrassment if we speak to people to whom you have already spoken.
- We are entitled to disclose your Confidential Information to our professional advisors and other select parties (see Clause 6) and to third parties, provided they enter into a Non-Disclosure Agreement with us similar to this one (see Clause 7).
- During the term of the Agreement until we confirm otherwise you must inform us of all negotiations which you have with any third party with respect to the Idea (see Clause 10). This is to avoid the confusion caused by us both talking to the same people.
- For the protection of any of our Confidential Information that we disclose to you, the Agreement is a mutual confidentiality and non-disclosure agreement.

Disclaimer

This page describing the Non-Disclosure Agreement has been prepared for the sole purpose of providing you with a summary of some of the key terms contained within the Agreement. The above summary is not intended to be a substitute for reading the Agreement in full, which you are strongly advised to do. Nor is it intended to be a substitute for specific legal advice and you are advised to take your own such advice on the implications of the Agreement. In addition, this summary is not intended to have any legal effect and neither party is entitled to rely on anything contained within it

Non-Disclosure Agreement - complete this form and keep it safely

THIS AGREEMENT is made on _____

<< (today's date)

BETWEEN:

Trevor Baylis Brands plc company registration no. 04547128 whose business address is The Enterprise Centre (West Wing), Spelthorne Civic Offices, Knowle Green, Staines, Middlesex TW18 1XB ("TBB") of the first part;

AND:

of address: _____

<< (your name or company)

<< (your address)

postcode: _____

telephone: _____

<< (your telephone)

Email: _____

<< (your email)

(the "Inventor") of the second part.

WHEREAS:

- A. The Inventor has developed a novel product and/or a process for its manufacture (the "Development") details of which will be disclosed to TBB following the date hereof.
- B. TBB has extensive knowledge and experience in assessing the novelty and the merchantability of developments (the "TBB Expertise")
- C. The Inventor wishes to have access to the TBB Expertise in order to determine the novelty and marketability of the Development.
- D. TBB is willing to conduct an appraisal of the Development in order to determine the novelty and the merchantability thereof (the "Appraisal").
- E. In connection with the Appraisal each party (the "Disclosing Party") may disclose to the other (the "Receiving Party") certain of its own proprietary information, including, but not limited to, samples, specifications, formulae, manufacturing processes, know-how, technical descriptions and other technical and economic data, records and information pertaining to the Appraisal (excluding oral information except as set out in clause 2) (the "Confidential Information").
- F. Each party is agreeable to disclosing its Confidential Information to the other party upon the terms and conditions set forth below.

NOW, THEREFORE,

in consideration of the mutual obligations and undertakings hereinafter set forth, the parties hereto hereby agree as follows:

1. Each party will disclose to the other such of its Confidential Information as may be necessary for the Appraisal. For the avoidance of doubt, all intellectual property rights that the Inventor has in the Development and the related Confidential Information shall, subject to any subsequent written agreement to the contrary, remain the absolute property of the Inventor.
2. Confidential Information shall be disclosed in writing or other physical or electronic form, or if orally disclosed, the confidentiality thereof shall be confirmed in writing by the Disclosing Party as soon as practicable after such oral disclosure.
3. Subject to clauses 6 and 7, for a period of five (5) years from the date of disclosure, each party shall maintain the other party's Confidential Information in strict confidence and shall not itself use, except for the benefit of the Disclosing Party, or disclose the same to others without the prior written consent of the Disclosing Party, except when and to the extent that such Confidential Information:
 - 3.1. was known to the Receiving Party prior to the disclosure thereof by the Disclosing Party;
 - 3.2. is, or hereafter becomes, through no act of the Receiving Party, available to the public;
 - a. is disclosed to the Receiving Party by a third party having a bona fide right to do so;
 - b. is developed by the Receiving Party independently of any disclosure made hereunder, as may be evidenced by written records of the Receiving Party; or
 - c. the parties agree that it is not confidential

4. The Receiving Party may disclose Confidential Information to the minimum extent required by:
 - 4.1. any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body;
 - 4.2. the rules of any listing authority or stock exchange on which the shares of any company in the Receiving Party's group are listed or traded; or
 - 4.3. the laws or regulations of any country with jurisdiction over the affairs of any company within the Receiving Party's group.
5. The Inventor hereby warrants and represents to TBB that, except as otherwise disclosed in writing to TBB at the date hereof:
 - 5.1. the Inventor has not offered any interest whatsoever in the Development to any person; and
 - 5.2. the Inventor is not in negotiations with any party relating to any interest whatsoever in the Development.
6. The Disclosing Party agrees that the Receiving Party is entitled to make available the Disclosing Party's Confidential Information to persons within its organisation, professional advisers, bankers or potential investors and their professional advisers on a "need to know" basis and that all persons to whom such Confidential Information is made available will be made aware of the strictly confidential nature of such Confidential Information and the restrictions imposed hereunder on the use thereof.
7. Without prejudice to the rights contained in clause 6, either party may make available the other party's Confidential Information to any other person provided that that person first enters into a confidentiality agreement with the Receiving Party containing confidentiality provisions equivalent to those contained in this Agreement (other than the right contained in this clause to pass the Confidential Information on to third parties).
8. Except as set out herein no rights or licences under any patent or under Confidential Information owned by the Disclosing Party are granted hereunder by such party to the other.
9. Neither party will disclose the other party's interest in the Development or the fact that the parties hereto are working on the Appraisal without such other party's written consent.
10. During the period of this Agreement or until TBB confirms in writing sooner that it is taking no further action in respect of the Development the Inventor shall not alone or with other persons, directly or indirectly, without first informing TBB, procure or induce any other person to acquire any interest of any kind whatsoever in the Development or enter into any agreement, arrangement or understanding (whether legally binding or not) or do or omit to do any act as a result of which any other person may acquire such an interest in the Development.
11. Upon the conclusion of the work undertaken by the parties in connection with the Appraisal or at such earlier time as either party may request, each party shall return to the other or destroy at the other's request such Confidential Information within its possession or control and belonging to such other party.
12. Save for the provisions of Clause 3 above the terms of this Agreement shall terminate three (3) years from the effective date hereof (being the date set out on page 1).
13. In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.
14. This Agreement shall be binding upon and inure for the benefit of the parties hereto and their respective successors and assigns. The Inventor shall not, without the prior written consent of TBB, be entitled to assign or sub-contract this Agreement or the rights or obligations under it. TBB shall be entitled to assign the benefit or burden of this Agreement to a third party.
15. This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

SIGNED BY:



Name and Title: Lynn Miller Marketing Director

For and on behalf of **TREVOR BAYLIS BRANDS plc**

SIGNED BY:

Inventor

<< (sign here)

Non-Disclosure Agreement - complete this form and send it to TBB

THIS AGREEMENT is made on _____

<< (today's date)

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 - 3.1. was known to the Receiving Party prior to the disclosure thereof by the Disclosing Party;
 - 3.2. is, or hereafter becomes, through no act of the Receiving Party, available to the public;
 - 3.3. is disclosed to the Receiving Party by a third party having a bona fide right to do so;
 - 3.4. is developed by the Receiving Party independently of any disclosure made hereunder, as may be evidenced by written records of the Receiving Party; or
 - 3.5. the parties agree that it is not confidential

4. The Receiving Party may disclose Confidential Information to the minimum extent required by:
 - 4.1. any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body;
 - 4.2. the rules of any listing authority or stock exchange on which the shares of any company in the Receiving Party's group are listed or traded; or
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SIGNED BY:



Name and Title: Lynn Miller Marketing Director

For and on behalf of TREVOR BAYLIS BRANDS plc

SIGNED BY:

Inventor

<< (sign here)

<p>Invention Description</p>	<p>Inventor Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Email:</p>
<p>The Invention or Business Idea What do you call your invention? We will use this name to refer to your idea.</p>	
<p>Problem Solved Please say what problem your idea solves or say why you think that people would buy your idea.</p> <p>If you can describe the problem and have thought of a way of solving it, but you lack the technical knowledge to design the solution we can still help you.</p> <p>If we think that your solution could work, our technical experts may be able to help with the design.</p>	
	<p>All we need to know is what it does, how it does it, and what you think it looks like.</p>
<p>Description Please provide a description of your idea and tell us what it does. Please include a sketch of your idea using a separate sheet of paper if necessary. If your invention is well developed or highly technical then a more detailed description is very helpful.</p> <p>We need as much information as possible but please do not worry that your description or drawings may not be good enough. We are quite used to working with basic details and we will call you if we need more information. We <u>do not need</u> elaborate drawings or prototypes.</p> <p>However, if you do have a detailed description or design then please enclose a copy of it to help us.</p>	
<p>Prototype Do you have a prototype and if so, who made it? Please do not send us any prototypes at this stage. We will ask if we need to see it.</p>	
<p>Similar Products Have you seen anything similar and if so, say why your idea is a better solution.</p>	
<p>Patent Information You don't need a Patent or Patent Application in place for us to evaluate your idea. If however, you have already applied for a Patent or Design Registration please provide details here. Please send copies of any relevant Patent Applications, Specifications and / or the results of a patent-search. Please do not send original documents.</p>	

Continuation Sheet 1 for Additional Details

Inventor Name:

Payment - complete and send to TBB with your Idea Description

(please tick)

credit or debit card

cheque

postal order

Please make cheques / postal orders payable to:
'Trevor Baylis Brands plc' and attach to this form

for credit & debit card payments,
please complete:



your name >>

your address >>

your telephone no. >>

postcode >>

cardholder name >>

If different from above

cardholder address >>

If different from above

postcode >>

card type >>

VISA

MASTERCARD

MAESTRO

SOLO

card no. >>

valid from >>

expiry >>

Issue number
(Maestro) >>

security >>

(last three digits of the number on
the signature strip on the back of
the payment card)

full amount:

£199

I authorise Trevor Baylis Brands plc to charge my
credit / debit card with the amount of £199.00 in respect
of services provided.

cardholder signature >>

Ten tips for budding inventors

Coming up with a brilliant idea is by far the easiest part of the invention process. Developing that brainwave and turning it into a successful, moneymaking product can prove to be a minefield. Here Trevor Baylis and patent expert Charlie Ashworth offer advice on how to avoid the pitfalls that often beset first-time inventors...

1. **Keep it to yourself!** - One of the most tempting things to do if you've just come up with an ingenious new invention is to go down the pub and tell your friends without even a whiff of a confidentiality agreement. Not only does this make your idea liable to be stolen, you will also not be able to patent it, as it will be considered to have entered the public domain.
2. **Do your research** - So many people come to us with an invention without having dared to find out if it's been done before - sometimes we type a 'new' idea into Google and it's the first result. Just have a quick look yourself - the UK Intellectual Property Office (www.ipo.gov.uk) has a searchable archive of all published patent specifications from around the world.
3. **Beware of corporations** - It may also be tempting to take your idea to one of the big companies - for example, take your improved lawn-mowing device to one of the large garden machinery brands - but many of them won't sign a confidentiality agreement. Without this you are in danger of losing the rights to your idea.
4. **Don't fear lawyers** - All patent attorneys will offer a free half-hour confidential consultation in which they will quickly offer invaluable advice about your invention and the patent implications. The Chartered Institute of Patent Attorneys (www.cipa.org.uk) can provide you with a list of registered attorneys.
5. **Make sure you can build it** - If a picture is worth a thousand words, then a prototype is worth a million. It makes it a lot easier for people to work out what your invention is if they can see and touch it. But don't spend money on making a prototype until you are really sure that you can protect the idea and that there is a market for it!
6. **Don't waste your money** - We know of people who have spent hundreds of thousands of pounds on patents, lawyers and manufacturing, without ever checking whether it was a new idea or whether anybody would actually want to buy the thing. Just because your family and friends say they would use your invention doesn't necessarily mean that anybody else will. Always do your market research on strangers to see if it would sell.
7. **Patent, patent, patent** - In the UK, the first to file a patent gets the right to that invention (in the US it's the first to invent). If the costs of a patent attorney (which can come to thousands of pounds) are outside your means, it may be worth drawing up a rough patent anyway and filing it. In the UK, it's free for the first year, and this means you will have that date logged.

8. **Follow the four golden patent rules** - The UK Intellectual Property Office will only grant you a patent if you can prove the following:
- a. your invention must be new and must not already exist already anywhere else in the world;
 - b. it must 'involve an inventive step' – similar to the first rule, in that the invention must be an original way to solve a problem that wouldn't be obvious to someone who knows about the subject;
 - c. it must 'be capable of industrial application' and actually have a real, tangible use;
 - d. and it must not be a specifically excluded subject such as a business method or a piece of software.

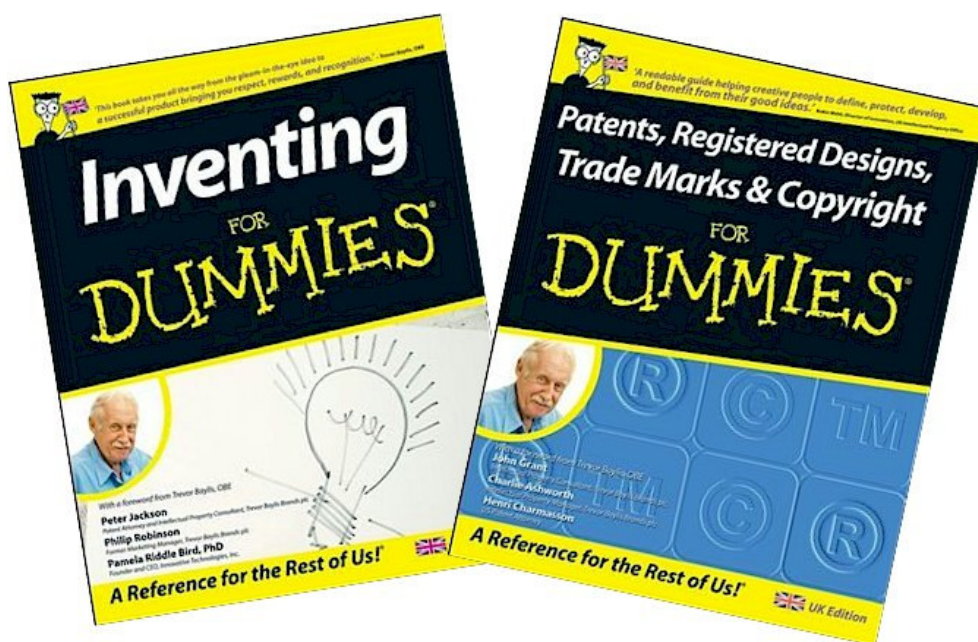
The test for obviousness is the trickiest of all the rules and measures whether your invention is obvious 'to a person with ordinary skill in the field at the time of the invention'. In other words you'll be safe if it provides a solution to a problem in an offbeat way, or as the courts would put it 'teaches away' from prior knowledge. This is the measure a patent attorney would be able to judge best.

9. **Registered designs & trade marks: the next best thing** - If a patent looks out of the question, a registered design or trade mark can be a much cheaper way to protect the appearance of your idea or your business or product name, slogan or logo. Registering your company name with Companies House is not the same as registering a trade mark and a web site URL has no legal standing in protecting a name or brand.
10. **Stay positive!** - While all these legal complications can seem overwhelming, inventing is a wonderful thing, and the perfect way to escape the drudgery of a 9-to-5 job. A healthy dose of enthusiasm and genuine belief in your idea (as well as a touch of arrogance) can do wonders for you, and for your invention.

TREVOR BAYLIS & CHARLIE ASHWORTH

If you would like to find out more about the whole process of Inventing and protecting ideas then our experts have written two books to help you. You can find the details on the next page.

Reference Books from the Experts at Trevor Baylis Brands



Patents, Registered Designs, Trade Marks and Copyright For Dummies

By **John Grant, Charlie Ashworth & Henri J. A. Charmasson**

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