

DATED _____ **2013**

(1) THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW

- and -

(2) [INSERT COMPANY NAME]

- and -

(3) [INSERT STUDENT NAME]

CONFIDENTIALITY AGREEMENT

ref: [Insert Project Reference]



AGREEMENT

AMONG:

- (1) **THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW**, incorporated under the Universities (Scotland) Act 1889 and having its principal office at University Avenue, Glasgow G12 8QQ, a registered Scottish charity in terms of Section 13 (2) of the Charities and Trustee Investment (Scotland) Act 2005 (Charity Number SC004401, Charity Name 'University of Glasgow Court') (the "**University**");
- (2) **[INSERT FULL NAME OF COMPANY]** a company incorporated under the Companies Acts (Registered Number [insert number]) and having its registered office at [insert address] (the "**Company**"); and
- (3) **[INSERT STUDENT NAME]**, residing at [insert home address] (the "**Student**").

WHEREAS:

- (A) The Company is engaged in development work in the field of [] (the "**Field**");
- (B) The Student is currently studying for a post-graduate degree at the University and as part of this study, the Company has agreed to permit the Student to conduct a work placement at the Company's premises (the "**Work Placement**"); and
- (C) The University and the Student may, in the course of the Work Placement receive or have access to information, including but not limited to, drawings, samples, know-how data and other information in any form whatsoever which the Company regards as confidential (the "**Confidential Information**") to enable the Student to conduct research during the Work Placement in the Field (the "**Purpose**").

NOW IT IS AGREED as follows:

- 1 The University and the Student may each use the Confidential Information disclosed pursuant to this Agreement for the Purpose and for no other purpose, commercial or otherwise, whatsoever.
- 2 Any information which is intended to be covered by the obligations of confidentiality in this Agreement shall be marked as "**Confidential Information**" by the Company. Where such information is imparted through oral communications, the Company shall, within thirty (30) days following any such disclosure, provide a written summary of the information disclosed orally to each of the University and the Student, and inform each party that such

information is Confidential Information in respect of which the University's and Student's obligations of confidence under this Agreement shall apply.

- 3 The Company will promptly notify the University and the Student in writing if any of the Confidential Information which it discloses to either of them pursuant to this Agreement is subject to any export controls, including ITAR and any equivalent UK and European regulations.
- 4 Subject to Clauses 6 and 8 the University and the Student will each keep the Confidential Information confidential and shall exercise at least the same degree of care with it as it exercises with its own confidential information which it does not wish to be disclosed.
- 5 The University and the Student will each, subject to Clauses 6 and 8:
 - 5.1 not disclose or divulge the Confidential Information or any part of it or extracts from it to any third party without the Company's prior written consent;
 - 5.2 divulge the Confidential Information only to those of its employees, agents or representatives who need to have access to it for the proper performance of their duties and then only to the extent actually needed for the Purpose, and shall ensure that its employees, agents or representatives to whom the Confidential Information is disclosed is fully aware of and complies with the restrictions placed upon the University and the Student in this Agreement;
 - 5.3 conspicuously label, where possible, all Confidential Information received by it as being the Confidential Information and property of the Company;
 - 5.4 not copy or reproduce in any manner or form the Confidential Information or any part of it or any notes in any form which it makes of the Confidential Information without the Company's prior written consent;
 - 5.5 use and disclose any Confidential Information disclosed to it by the Company to its employees, agents and representatives in accordance with all applicable laws and regulations, including but not limited to any export controls of which it has been notified by the Company; and
 - 5.6 return the Confidential Information and all copies of it in any form whatsoever to the Company if so requested at any time by the Company within thirty (30) days from the date of such request and delete the Confidential Information and any notes relating to it made by the University and Student from any computer or electronic retrieval system where such Confidential Information and notes are stored except that one copy of the Confidential Information may be retained by the

University as part of the University's routine data back-up process and for the purpose of assessing any continuing obligations.

- 6 The restrictions and obligations contained in Clauses 1, 4 and 5 do not apply to any part of the Confidential Information which the University and/or the Student can prove by written evidence:
 - 6.1 was already known by the University and/or the Student prior to its disclosure under this Agreement, provided that the University and/or the Student informs the Company that it was so known as soon as the University and/or the Student becomes aware of this fact;
 - 6.2 at the time of its disclosure is or subsequently becomes public knowledge through no fault of the University and/or Student or any persons to whom the Confidential Information has been disclosed by the University and/or the Student;
 - 6.3 is lawfully received by the University and/or the Student from a third party without any breach of a confidential relationship with the Company;
 - 6.4 is generated independently by the University and/or the Student without using any of the Confidential Information; or
 - 6.5 is required to be disclosed by (i) law (including any requirement to disclose under the Freedom of Information (Scotland) Act 2002 or the Environmental Information (Scotland) Regulations 2004), (ii) any regulatory authority, or (iii) court of competent jurisdiction.
- 7 The University and the Student will be severally responsible to the Company for breach of any terms of this Agreement by any of the parties specified in Clause 5.2.
- 8 Nothing in this Agreement shall prevent:
 - 8.1 the Student from submitting a thesis based on the results of the Work Placement for the successful completion of their University masters degree;
 - 8.2 the examination of such thesis by examiners appointed by the University in accordance with its standard terms for such appointments; or
 - 8.3 the retention of the thesis by the University.
- 9 This Agreement does not grant the University or the Student any rights in the Confidential Information, which shall remain the exclusive property of the Company nor does it oblige

the parties to enter into any subsequent negotiations or other agreement relating to the information disclosed under this Agreement.

10 This Agreement shall continue in force for the duration of the Work Placement (the "Term"). Notwithstanding the return of all the Confidential Information to the Company the obligations in relation to all information disclosed during the Term shall continue in full force and effect for a period of five (5) years following expiry of the Term.

11 The Agreement shall be governed by and interpreted according to the laws of Scotland and all claims and disputes between the parties arising out of or in connection with this Contract (whether or not contractual in nature) shall be determined in accordance with the laws of Scotland. Insofar as practicable, the parties hereby prorogate the jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents consisting of this and the [Insert Number in words] (Insert number in figures) preceding pages are executed as follows:

Subscribed for and on behalf of **THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW** by [_____],
Authorised Signatory, at GLASGOW on the
[_____] day of [_____] in the presence of
this witness:

Authorised Signatory

Witness _____

Full Name _____

Address _____

Subscribed for and on behalf of **[INSERT NAME OF COMPANY]** by [_____], Authorised Signatory, at [_____] on the [_____] day of [_____] in the presence of this witness:

Director/Authorised Signatory

Witness _____

Full Name _____

Address _____

Subscribed by **[INSERT NAME OF STUDENT]**, at GLASGOW on the _____ day of [_____] in

the presence of this witness:-

Signatory

Witness _____

Full Name _____

Address _____
