**CONFIDENTIALITY AGREEMENT** THIS AGREEMENT is between:

1. **The Chancellor, Masters, and Scholars of the University of Cambridge** (“Cambridge”),

whose registered address is at The Old Schools, Trinity Lane, Cambridge CB2 1TN, UK; on behalf of

[insert name and department of PI], University of Cambridge, and

1. **[Insert name of organisation] (“XXXX”)** whose address is **[insert company number and full registered address]**

RECITAL

Each of the parties is prepared to disclose to the other information which it regards as confidential and which the Receiving Party may use for the Purpose.

IT IS AGREED as follows:-

1. In this Agreement, the following words shall have the following meanings:

|  |  |
| --- | --- |
| **Disclosing Party/Parties**  | shall mean the party to this Agreement that discloses Information, directly or indirectly to the Receiving Party(ies) under this Agreement.  |
| **Effective Date**  | shall mean [XX XXXX XXXX] or [the date this Agreement is signed by the last party to sign it. If a party signs but fails to date a signature, the date Cambridge receives the last signing party’s signature will be deemed to be the date that party signed this Agreement].  |
| **Information**  | shall mean all information provided directly or indirectly by the Disclosing Party to the Receiving Party whether written oral or otherwise including without limitation know-how, drawings, data software or other technical matter and relating to the Purpose.  |
| **Purpose**  | shall mean the discussions between the parties in the area of the Subject Matter to define the basis for collaboration in the [XXXX] project.  |
| **Receiving Party/Parties**  | shall mean the party(ies) to this Agreement that receives Information, directly or indirectly from the Disclosing Party under this Agreement.  |
| **Subject Matter**  | shall mean the expertise and know how of Professor/Dr XXXX (Cambridge), and the expertise and know-how of Professor/Dr XXXX in the area and field of XXXX  |
|  |  |
|  |  |

1. All Information will be regarded as, and kept confidential and no part of it will be divulged by the Receiving Party to any third party at any time and in any form whatsoever except as provided in clauses 6 and 7. Where the Collaborator receives Information which is owned by a Cambridge researcher, the Collaborator’s confidentiality undertaking shall be deemed to be given to Cambridge as an agent for such Cambridge researcher.
2. Information shall be used by the Receiving Party only for the Purpose.
3. For the avoidance of doubt ownership of Information shall remain the property of the Disclosing Party. No licence is granted hereunder to the Receiving Party and no licence shall be deemed to have arisen. The Receiving Party shall not in any way, reproduce, reverse engineer or exploit the Information of the Disclosing Party for its own benefit or that of another without the express prior written consent of the Disclosing Party.
4. No warranty or representation express or implied is given as to the accuracy, efficacy, completeness, capabilities or safety of any Information.
5. Information may be revealed to employees, officers, consultants and agents of the Receiving Party but only to the extent that this is necessary for the Purpose. The Receiving Party will bind such persons to keep such Information confidential and will take appropriate steps to enforce the obligations of such persons in relation thereto.
6. This Agreement shall not apply to any Information which:
	1. at the date of this Agreement is publicly available or subsequently becomes publicly available through no fault of the Receiving Party and not in breach of this Agreement; or
	2. was already known to the Receiving Party on the date of disclosure, provided that such prior knowledge can be substantiated and proved by documentation; or
	3. properly and lawfully becomes available to the Receiving Party from sources independent of the Disclosing Party; or
	4. is independently developed by any employee, officer or student of the Receiving Party who had no access to the Information received by the Receiving Party and where the independent development can be proven by contemporaneous written documentation; or
	5. the Receiving Party is required to disclose by a court of competent jurisdiction or statute.
7. The Receiving Party acknowledges that Cambridge is a public authority for the purposes of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (the “FOI Legislation”). If a party (“the Notified Party”) receives a request under the FOI Legislation to disclose the other party’s Information, it shall promptly notify such other party; such other party will respond in writing within five (5) calendar days of receiving such notice if it believes a legal exemption is applicable to the disclosure of its Information requested under the FOI legislation.
8. The Receiving Party shall at any time and if so requested by the Disclosing Party return to the

Disclosing Party (or if the Disclosing Party so requests destroy or erase) all Information. The obligation to destroy or erase such Information does not extend to automatically generated computer back-up copies generated in the ordinary course of the Receiving Party’s information systems procedures, provided that the Receiving Party makes no further use of those copies.

1. This Agreement shall come into effect on the Effective Date and shall have a term of one (1) year; provided however that the obligations of confidentiality and non-use as set forth in clauses 2, 3 and 4 shall remain in effect for a period of five (5) years from the Effective Date.
2. (1) If any dispute arises out of or in connection with this Agreement the parties will attempt in good faith to settle it by negotiation through designated senior representatives of each party.
	1. If the parties are unable to settle any dispute by negotiation within twenty-eight (28) days the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
	2. To initiate a mediation a party must give notice in writing to the other party requesting a mediation in accordance with clause 11(2).
	3. Nothing in this clause 11 shall prevent a party from applying for injunctive relief to restrain any actual or potential breach of this Agreement.
3. This Agreement and all questions of construction, validity and performance under this Agreement shall be governed by the laws of England and Wales without regards to their conflict of law provisions and (without prejudice to clauses 11(1), 11(2) and 11(3)) shall be subject to the exclusive jurisdiction of the courts of England and Wales to which the parties hereby submit except that a party may seek an injunction as described in clause 11(4) in any court of competent jurisdiction.
4. No party will assign its rights under this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld, denied or delayed.
5. Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the parties or the relationship between them of principal and agent.
6. The parties shall procure that in carrying out their obligations under this Agreement, they will comply with all applicable laws, regulations and statutes, including those relating to data protection, modern slavery and anti-bribery.
7. This Agreement constitutes the entire agreement between the parties in relation to its subject matter and no statements or representations made by any party have been relied upon by the other in entering into this Agreement.
8. This Agreement does not create any right enforceable by any person who is not a party to it.
9. Notices

**Cambridge’s** representative for the purpose of receiving legal notices shall until further notice be:

The Assistant Director – [insert relevant School]

The University of Cambridge, Greenwich House, Madingley Rise, Madingley Road CB3 0TX

e-mail: XXXXXX;

with a copy to [insert name and e-mail of Cambridge PI]

**XXXX’s** representative for the purpose of receiving legal notices shall until further notice be:

[XXXXXXXXXXXXXXXX]

with a copy to:

[XXXXXXXXXXXX]

19. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

For and on behalf of For and on behalf of

**The Chancellor, Masters, and Scholars of the**  **[insert name of other party here]**

**University of Cambridge**

**PLEASE NOTE THAT THE RESEARCH OPERATIONS OFFICE SIGNS CONFIDENTIALITY AGREEMENTS ON BEHALF OF THE UNIVERSITY, NOT INDIVIDUAL DEPARTMENTS OR RESEARCHERS.**

Signed Signed

Name Name

Position Position

Date Date

Signed, read and understood by Signed, read and understood by

Cambridge researcher(s) XXXX researcher(s)

Signed Signed

Name Name

Position Position

Date Date