

## CONFIDENTIALITY AGREEMENT (TEXT)

### SUMMARY OF PRINCIPAL CHANGES

#### General changes

The changes resulting from this revision are contained in version 02.0, UPR CA04.

## “UNIVERSITY OF HERTFORDSHIRE

### CONFIDENTIALITY AGREEMENT

#### MPhil/PhD by approved programme of supervised research and Professional Doctoral Degrees

It is a condition of registration that any person who wishes to register as a student of the University of Hertfordshire with the intention of registering with the Research Degrees Board of the Academic Board as a candidate for a research degree under the provisions of UPR AS10<sup>1</sup>, UPR AS06<sup>2</sup> or UPR AS18<sup>3</sup> completes and signs the following agreement at the time at which they register as a student of the University of Hertfordshire.

#### Master's by research (MA, MEd, MSc, MRes)

It is a condition of registration that all Master's research degree candidates sign the following agreement at the time at which they register as students of the University of Hertfordshire (UPR AS05<sup>4</sup> and UPR AS10<sup>1</sup>, refer).

**NAME OF STUDENT** .....

(PLEASE PRINT IN BLOCK CAPITALS)

**DEPARTMENT**  
.....

**You are advised to read this document carefully before signing the declaration below.**

#### AGREEMENT

In this agreement “Confidential Information” shall mean any information in any form (including, without limitation, information disclosed in writing, orally, by electronic mail or otherwise).

In consideration of the University of Hertfordshire agreeing to provide research facilities, tuition and other services, I agree to keep confidential and not disclose to any third party:

- 1 any Confidential Information disclosed to me by any employee of the University or any other person for the time being working for the University;
- 2 any Confidential Information developed by me in the course of my studies and/or research at the University;
- 3 any Confidential Information relating to any third party with whom the University or any of its subsidiary companies has a contractual relationship.

I acknowledge and agree that this provision shall apply without limit and point of time other than as set out below and shall continue to bind me after I have ceased to be a student of the University.

The above provision shall not apply to any Confidential Information which:

- i at the time of disclosure is in the public domain;

<sup>1</sup> UPR AS10 'Research Degrees – Generic Institutional Regulations'  
<sup>2</sup> UPR AS06 'MPhil/PhD by Approved Programme of Supervised Research'  
<sup>3</sup> UPR AS18 'PhD (Professional Doctorate) – Generic Regulations'  
<sup>4</sup> UPR AS05 'Master's Degrees by Approved Programmes of Research Training'

- ii after disclosure to me is published or otherwise becomes part of the public domain through no fault or breach on my own part, but only after it has become part of the public domain;
- iii I can show by contemporaneous documentary proof was in my possession at the time of disclosure hereunder and which is not otherwise held by me under any obligation of confidence;
- iv I can show by contemporaneous documentary proof was received by me after the time of disclosure hereunder from a third party who did not require me to hold it in confidence and who did not acquire it directly or indirectly from the University or any of the sources listed above; or
- v I am required to disclose by a court or other governmental body, provided that I give prior written notice of such disclosure .

I acknowledge that this agreement constitutes my entire agreement with the University in relation to its subject matter, and that this agreement cannot be changed except by written agreement with the University. If any provision of this agreement is held to be unlawful or void the provision shall, to the extent required, be severed from this agreement without modifying the remaining provisions of this agreement. I agree that I may not assign or transfer any or all of my rights or obligations under this agreement. This agreement shall be governed and construed in all respects in accordance with English law and each party hereby irrevocably submits to the exclusive jurisdiction of the English courts.

I have read and accept the conditions described in this document.

SIGNED ..... DATE .....  
Student

SIGNED ..... DATE .....  
Secretary and Registrar (or nominee)

**(NOTE: The nominee of the Secretary and Registrar will normally be the Deputy Registrar (Research).)**"