



UNIVERSITY OF LINCOLN

ICT Non Disclosure Agreement

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Approved	TBA
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Revision History

Version	Date	Author(s)	Notes on Revisions
1.1	31/03/2011	Leigh Haynes	Initial draft
1.2	08-01-2015	Mark N R Smith	Updated template and minor corrections

Approval

This document has been approved by:

D Cook – Director of ICT

Signed:	Date:
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1 Agreement

This agreement is made as of _____ (Date), by and between the University of Lincoln, with principal offices at Brayford Pool Lincoln LN6 7TS (the University) and _____ with principal offices at _____, the (Recipient).

2 Purpose

The University and The Recipient wish to either explore a potential business relationship, or enter into a business relationship, in which the University may disclose its Confidential Information (as defined below) to the Recipient, (The Relationship).

3 Definition of Confidential Information

Confidential Information means any information, personal data under data protection legislation, commercially sensitive data, technical data, or know-how, including but not limited to, that which relates to research, product plans, products, services, students, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances of the University, which all shall be deemed as Confidential Information. Confidential Information does not include information, technical data or know how which (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure, or (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature other than as a result of any improper inaction or action of the Recipient or, (iii) is approved by the University, in writing, for release.

4 Nondisclosure of Confidential Information

The Recipient agrees not to use any Confidential Information disclosed to it by the University for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of the Relationship. The Recipient will not disclose any Confidential Information of the University to parties outside the Relationship or to employees of the Recipient other than employees or agents under appropriate burden of confidentiality and who are required to have the information in order to carry out the discussions regarding the Relationship. The Recipient agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the University in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the highest degree of care that the receiving party utilises to protect its own Confidential Information of a similar nature. The Recipient agrees to notify the University in writing of any misuse or misappropriation of Confidential Information of the disclosing party, which may come to the receiving party's attention.

5 Publicity

The Recipient will not, without prior consent of the other party, disclose any other person, the fact that Confidential Information of the University has been disclosed under this agreement, that discussions or negotiations are taking place between the parties, or any of the terms conditions, status or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to the University.

6 Return of Materials

Any materials or documents that have been furnished by the University to the Recipient in connection with the Relationship will be promptly returned by the Recipient, accompanied by all copies of such documentation or certification of destruction, within (10) days after (I) the Relationship has been terminated or (ii) the written request of the University.

7 Patent or Copyright Infringement

Nothing in this agreement is intended to grant any rights to the Recipient with regard to any and all rights of the University's rights to patents or copyrights.

8 Term

The forgoing commitments of each party shall survive any termination of the Relationship between the parties for a period of three years after application of Section 5 above.

9 Successors and Assigns

This agreement shall be binding upon and for the benefits of the undersigned parties, their successors and assigns, provided that Confidential Information of the University may not be assigned without the prior written consent of the University. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

10 Governing Law

This agreement shall be governed by and enforced in accordance with the laws of the England and shall be binding upon the Recipient in the UK and worldwide.

11 Remedies

The Recipient agrees that any violation will cause irreparable injury, both financial and strategic, to the University and in addition to any and all remedies that may be available, in law, in equity or otherwise, the University shall be entitled to injunctive relief against the breach of this Agreement by the Recipient.

In Witness whereof, this Nondisclosure Agreement is executed as of the date first above written:

Recipient

By: _____

Title _____