

Confidentiality Agreement

1. Disclosure

1.1 Cranfield University of College Road Cranfield Bedfordshire MK43 0AL (**Cranfield**) have agreed to allow you,.....
.....
.....[add full name and home address of the person receiving the confidential information] (hereinafter the **Recipient**) to receive information relating to
.....[describe the purpose] (**Purpose**).

1.2 In this Agreement, **Confidential Information** means all confidential or proprietary information (however recorded or preserved) relating to the Purpose that is disclosed or made available whether before or after the date of this Agreement (in any form or medium), directly or indirectly, by Cranfield to the Recipient.

1.3 In consideration of Cranfield agreeing to disclose Confidential Information to the Recipient, the Recipient undertakes to Cranfield that it shall:

- (a) keep the Confidential Information secret and confidential;
- (b) not use or exploit the Confidential Information in any way, except for or in connection with, the Purpose; and
- (c) only make disclosure of the Confidential Information in accordance with paragraph 1.4. Any other disclosure can only be made with Cranfield's prior written consent.

1.4 The Recipient may disclose the Confidential Information to the minimum extent required by:

- (a) any order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or taxation authority of competent jurisdiction;
- (b) the laws or regulations of any country to which the Recipient's affairs are subject.

2. Limitations on obligations

The obligations set out in paragraph 1 shall not apply, or shall cease to apply, to Confidential Information which the Recipient can show to Cranfield's reasonable satisfaction:

- 2.1 that it is, or becomes, generally available to the public, other than as a direct or indirect result of the information being disclosed by the Recipient in breach of this Agreement; or
- 2.2 was already lawfully known to the Recipient before it was disclosed by Cranfield; or
- 2.3 has been received by the Recipient from a third party source that is not connected with Cranfield and that such source was not under any obligation of confidence in respect of that information.

3. Return of the Confidential Information

- 3.1 If requested by Cranfield at any time, the Recipient shall immediately destroy or return to Cranfield all documents and other records of the Confidential Information or any of it in any form that have been supplied to or generated by the Recipient. If the Confidential Information is stored in electronic form, the Recipient shall permanently erase all such Confidential Information from its computer and communications systems and devices used by it.
- 3.2 Cranfield may request the Recipient to certify in writing that it has complied with any of the obligations in paragraph 3.1.

4. Term and termination.

- 4.1 The obligations of the Recipient shall continue for a period of 5 years from the date of this Agreement.
- 4.2 The termination of this Agreement shall not affect any accrued rights or remedies to which either party is entitled.

5. Acknowledgment and inadequacy of damages

The Recipient acknowledges and agrees that:

- (a) the Confidential Information may not be accurate or complete and Cranfield makes no warranty or representation (whether express or implied) concerning the Confidential Information, or its accuracy or completeness; and
- (b) damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Recipient. Accordingly, Cranfield shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

6. Governing law and jurisdiction

6.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England

Please sign and return a copy of this Agreement if you agree to its terms.

Signed by Recipient

.....

Name

Date