Dated 202[\*]

------------

Unilateral Confidentiality Agreement

(UCL Disclosing)

between

University College London

and

[Party 2]



**LONDON’S GLOBAL UNIVERSITY**

This agreement is dated

Parties

1. **University College London** incorporated by Royal Charter with registration number RC000631 whose principal office is at Gower Street, London, WC1E 6BT (**Discloser**).
2. **[NAME]** of [ADDRESS] (**Recipient**).

Background

1. The Discloser wishes to disclose to the Recipient, and wishes to ensure that the Recipient maintains the confidentiality of, the Discloser’s Confidential Information.
2. In consideration of the benefits to the parties of disclosing and receiving the Confidential Information, the parties have agreed to comply with the following terms in connection with the use and disclosure of Confidential Information.

Agreed terms

1. Definitions and interpretation
   1. The following definitions and rules of interpretation in this clause apply in this agreement:
2. Business Day**:** a day (other than a Saturday, Sunday or public holiday) when the banks in London are open for business.
3. Confidential Information**:**  all confidential information (however recorded or preserved) disclosed or made available, directly or indirectly, by the Discloser or its employees, officers, representatives or advisers to the Recipient and its Representatives whether before or after the date of this agreement including but not limited to:
   1. any information that would be regarded as confidential by a reasonable business person relating to:
      1. the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Discloser or of the Discloser's Group, and
      2. the operations, processes, product information, know-how, designs, trade secrets or software of the Discloser or of the Discloser's Group;
   2. any information or analysis derived from the Confidential Information; and
   3. any other information that is identified as being of a confidential or proprietary nature,
4. but not including any information that:
   1. is or becomes generally available to the public (other than as a result of its disclosure by the Recipient or its Representatives in breach of this agreement), (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or
   2. was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser; or
   3. was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not bound by a confidentiality agreement with the Discloser or otherwise prohibited from disclosing the information to the Recipient; or
   4. was lawfully in the possession of the Recipient before the information was disclosed to it by the Discloser as evidenced by written records; or
   5. the parties agree in writing is not confidential or may be disclosed; or
   6. is developed by or for the Recipient independently of the information disclosed by the Discloser.
5. Group**:**  in relation to a company, that company, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that company.
6. Holding company and subsidiary**:** mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006.

**Personal Data** means any information relating to an identified or identifiable living individual;

1. Purpose**:** [Please insert].
2. Representatives**:**  employees, agents and other representatives of the Recipient.
   1. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
   2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
   3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
   4. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.
   5. References to clauses and schedules are to the clauses and schedules of this agreement.
3. Obligations of the recipient
   1. The Recipient shall keep the Discloser's Confidential Information confidential and shall, except with the prior written consent of the Discloser:
      1. not use or exploit the Confidential Information in any way except for the Purpose;
      2. not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this agreement;
      3. not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose (and any such copies, reductions to writing and records shall be the property of the Discloser);
      4. not use, reproduce, transform, or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business;
      5. keep separate the Confidential Information from all documents and other records of the Recipient;
      6. with regard Confidential Information that consists of Personal Data, also comply with the obligations in clause 5; and
      7. apply no lesser security measures and degree of care to the Confidential Information as those contained within the UCL Information Security Policy in force from time to time (a copy of which is provided to or made available to the Recipient).
   2. The Recipient may disclose the Discloser's Confidential Information to those of its Representatives who need to know this Confidential Information for the Purpose, provided that:
      1. it informs its Representatives of the confidential nature of the Confidential Information before disclosure;
      2. it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with this agreement as if they were the Recipient and, if the Discloser so requests, procure that any relevant Representative enters into a confidentiality agreement with the Discloser on terms equivalent to those contained in this agreement;

and the Recipient shall at all times be liable for the failure of any Representative to comply with the terms of this agreement.

* 1. The Recipient may disclose Confidential Information only to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Discloser as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 2.3, it takes into account the reasonable requests of the Discloser in relation to the content of such disclosure.

1. Return of information and announcements
   1. At the request of the Discloser, the Recipient shall promptly:
      1. destroy or return to the Discloser all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Discloser's Confidential Information;
      2. erase all the Discloser's Confidential Information from its computer systems; and
      3. certify in writing to the Discloser that it has complied with the requirements of this clause, provided that a Recipient may retain documents and materials containing, reflecting, incorporating, or based on the Discloser's Confidential Information to the extent required by law or any applicable governmental or regulatory authority, and to the extent reasonable to permit the Recipient to keep evidence that it has performed its obligations under this agreement. The provisions of this agreement shall continue to apply to any documents and materials retained by the Recipient.
   2. If the Recipient develops or uses a product or a process which, in the reasonable opinion of the Discloser, might have involved the use of any of the Discloser's Confidential Information, the Recipient shall, at the written request of the Discloser, supply to the Discloser information reasonably necessary to establish that the Discloser's Confidential Information has not been used or disclosed in order to develop or use that product or process.
   3. No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed) except as required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction.
2. Reservation of rights and acknowledgement
   1. The Discloser reserves all rights in its Confidential Information. No rights in respect of the Discloser's Confidential Information are granted to the Recipient and no obligations are imposed on the Discloser other than those expressly stated in this agreement. In particular, nothing in this agreement shall be construed or implied as obliging the Discloser to disclose any specific type of information under this agreement, whether Confidential Information or not.
   2. Except as expressly stated in this agreement, the Discloser does not make any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information.
   3. The disclosure of Confidential Information by the Discloser shall not form any offer by, or representation or warranty on the part of, the Discloser to enter into any further agreement in relation to the Purpose or the development or supply of any product or service to which the Confidential Information relates.
   4. The Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Discloser shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this agreement.
3. Data Protection Obligations of the Recipient
   1. In this clause the following terms shall have the following meanings:

**Controller** means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;

**Data Processing Particulars** means (if any) specific details of the Processing activity to be undertaken in connection with this agreement as set out in clause 5.14;

**Data Protection Laws** means all laws and regulations relating to the Processing of Personal Data as the same may be in force from time to time;

**Data Subject** means the individual to which the Personal Data relates;

**Personal Data Breach** means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;

**Processing** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and Process, Processes and Processed shall be construed accordingly;

**Processor** means a person which Processes Personal Data on behalf of a Controller; and

**UK GDPR**; means the UK version of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016 as implemented into UK law following the UK’s exit from the European Union.

* 1. The parties acknowledge and agree that in respect of all Personal Data disclosed or made available, directly or indirectly, by the Discloser or its employees, officers, representatives or advisers to the Recipient and its Representatives in respect of the Purpose:
     1. the Discloser alone shall determine the purposes for which and the manner in which the Personal Data will be processed by the Recipient on behalf of the Discloser under this agreement; and
     2. the Discloser shall be the Controller and the Recipient shall be the Discloser's Processor in respect of all such Personal Data.
  2. Where, under or in connection with this agreement, the Recipient Processes Personal Data on behalf of the Discloser as the Discloser's Processor, the Recipient shall:
     1. comply with its obligations as a Processor under the Data Protection Laws to which the Recipient is subject;
     2. Process the Personal Data only:
        1. on the written instructions of the Discloser and to the extent reasonably necessary for the performance by the Recipient of its obligations under this agreement. The Recipient shall immediately inform the Discloser if, in its opinion, Processing the Personal Data in accordance with a written instruction received from the Discloser or in the performance of its obligations under this agreement infringes Data Protection Laws to which either the Discloser or the Recipient (in its capacity as a Processor) is subject; or
        2. as otherwise required by law to which the Recipient is subject, in which case the Recipient shall inform the Discloser of that legal requirement before Processing the Personal Data (unless that law, on important grounds of public interest, prohibits the Recipient from informing the Discloser);
     3. not disclose the Personal Data to any person except as required or permitted by this agreement or with the Discloser 's prior written consent;
     4. without prejudice to the duties of confidence (contractual or otherwise) owed by the Recipient to the Discloser, ensure that all persons authorised by the Recipient to Process the Personal Data:
        1. Process the Personal Data in accordance with provisions of this clause 5; and
        2. are under an appropriate contractual or other legal obligation to keep the Personal Data confidential;
     5. implement appropriate technical and organisational measures to ensure the security of the Personal Data and prevent Personal Data Breaches;
     6. not engage another Processor to Process the Personal Data on behalf of the Discloser (**Sub-processor**) except with the Discloser 's prior written consent and in accordance with the requirements of Article 28(4) of UK GDPR.
     7. not transfer or Process the Personal Data outside the UK, nor disclose the Personal Data to any party located outside the UK, except with the Discloser's prior written consent.
     8. provide such assistance and co-operation as the Discloser may require from time to time in relation to the Personal Data to help the Discloser comply with its obligations under the Data Protection Laws to which it is subject, including (without limitation) its obligations in relation to:
        1. keeping Personal Data secure;
        2. dealing with Personal Data Breaches;
        3. carrying out data protection impact assessments; and
        4. dealing with requests from Data Subjects to exercise their legal rights in relation to their Personal Data.
     9. notify the Discloser without undue delay after, and in any event within 24 hours of, becoming aware of a Personal Data Breach in respect of the Personal Data;
     10. at the Discloser 's option, permanently and securely delete or return to the Discloser all the Personal Data promptly on termination of this agreement, and delete any existing copies of the Personal Data save to the extent that the Recipient is required to retain copies of the Personal Data by law to which the Recipient is subject; and
     11. make available to the Discloser all information necessary to demonstrate its compliance with its obligations under this clause 5.
  3. The Discloser reserves the right to audit the Recipient's compliance with its obligations under this clause 5, or to appoint a third party to carry out such audits.
  4. The Recipient agrees to indemnify, keep indemnified and defend at its own expense the Discloser against all costs, claims, damages or expenses incurred by the Discloser or for which the Discloser may become liable due to any failure by the Recipient or its employees, subcontractors or agents to comply with any of its obligations under this clause 5 or the Data Protection Laws.
  5. The Data Processing Particulars are as follows:

|  |  |
| --- | --- |
| The subject matter and duration of the Processing | [please complete] |
| The nature and purpose of the Processing | [please complete] |
| The type of Personal Data being Processed | [please complete] |
| The categories of Data Subjects | [please complete] |

* 1. This clause 5 shall survive termination or expiry of this agreement.

1. Indemnity
   1. The Recipient shall indemnify and keep fully indemnified the Discloser at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other costs and expenses suffered or incurred by the Discloser arising from any breach of this agreement by the Recipient and from the actions or omissions of any Representative.
2. Term and termination
   1. If either party decides not to become, or continue to be, involved in the Purpose with the other party it shall notify the other party in writing. Subject to clause 5.7, the obligations of each party shall, notwithstanding any earlier termination of negotiations or discussions between the parties in relation to the Purpose, continue for a period of two years from the termination of this agreement.
   2. Termination of this agreement shall not affect any accrued rights or remedies to which the Discloser is entitled.
3. Entire agreement and variation
   1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
   2. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.
   3. No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).
4. No waiver
   1. Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
   2. No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.
5. Assignment
   1. Except as otherwise provided in this agreement, no party may assign, sub-contract or deal in any way with, any of its rights or obligations under this agreement or any document referred to in it, save that the Discloser may assign its rights under this agreement to any entity in its Group on prior written notice to the Recipient.
6. Notices
   1. Any notice required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice at its address as set out below:
      1. Discloser: [NAME], University College London, Gower Street, London, WC1E 6BT
      2. Recipient: [NAME] [ADDRESS]

or as otherwise specified by the relevant party by notice in writing to each other party.

* 1. Any notice shall be deemed to have been duly received:
     1. if delivered personally, when left at the address and for the contact referred to in this clause; or
     2. if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
     3. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
  2. A notice required to be given under this agreement shall not be validly given if sent by e-mail.

1. No partnership
   1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
2. Third party rights
   1. Except as provided in this clause 13, this agreement is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.
   2. The parties may terminate, rescind or vary this agreement without the consent of any person who is not a party to this agreement.
3. Governing law and jurisdiction
   1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
   2. The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

|  |  |
| --- | --- |
| Signed by [NAME]  for and on behalf of University College London | .......................................  Authorised Representative |
| Signed by [NAME] | ....................................... |