**Outline Contractor/Temporary Staff Confidentiality Agreement**

Queen Mary

University of London

CONFIDENTIALITY UNDERTAKING

1) I [ ] (the Receiving Contractor/Temporary Staff) acknowledge that Queen Mary, University of London (QMUL) has agreed to provide or otherwise disclose information on QMUL owned Intellectual Property in relation to [ ] and that this information is confidential to QMUL.

2) The Receiving Contractor agrees that, in respect of all such Information/ Material received or obtained by it from QMUL (“the information”), the Information/ Material remains the property of QMUL) and that the Receiving Contractor/Temporary Staff will:

i) treat the Information/Material as confidential and apply no lesser security measures to the Information/Material than that party applies to its own confidential information;

ii) not disclose the Information/Material to any third party without the prior written consent of QMUL.

iii) use the Information/Material solely for the purpose of the business activities set out in 1 above;

iv) hand over to QMUL all documents, copies and notes exchanged between the parties to the extent that they contain the Information/ Material, within one month of receipt of a written request from QMUL.

3) The Receiving Contractor/Temporary Staff further agrees that: the requirements of paragraph (2) shall not apply to any part of the Information/Material which:

 i) is in or comes into the public domain without breach of this undertaking by such party;

ii) is lawfully received by the Receiving Contractor/Temporary Staff from a third party without breach by the Receiving Contractor/Temporary Staff or such third party of an obligation of confidence towards QMUL;

iii) can be shown to have been in the lawful possession of the Contractor/Temporary Staff prior to receipt from QMUL or to have been developed by or for the receiving Contractor/Temporary Staff at any time independently of any disclosure by QMUL;

4) With respect to the Information/Material, this Undertaking replaces any previous agreement or understanding, whether written or oral, between the Receiving Contractor/Temporary Staff and QMUL.

5) This agreement is subject to the Laws and Jurisdiction of the English

 Courts.

SIGNED for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Queen Mary, University of London Authorised signatory

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

SIGNED by the

Contractor/Temporary Staff \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Contractor/Temporary Staff) Title

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date