

## **GUIDANCE SHEET – REMOVE BEFORE ISSUING AGREEMENT**

### **UNIVERSITY OF STRATHCLYDE – STUDENT CONFIDENTIALITY AND ASSIGNATION AGREEMENT - HOW TO COMPLETE AND USE THE STANDARD TEMPLATE**

**This document is to be used when the University requires to secure ownership of the outputs of a student's project and ensure that the student maintains information as confidential.**

#### **POINTS TO CHECK TO COMPLETE:**

Before issuing the Agreement to the student, please complete and check the following points:

1. Insert the details of the student.

The details should be in the following format:

*[Joe Bloggs], residing at [Avenue Street, Town, Postcode]*

2. Complete Clause 1

Please confirm the start date of the student's project, together with details of the supervisor, host dept and name of the project.

3. Advising the Student

The student must be directed to review the guidance note at the end of this document before they sign the agreement.

4. Signing the Agreement

RKES must sign off all confidentiality agreements on behalf of the University.

Once points 1-3 above have been completed, if the other party is happy with the draft, they can print, sign and scan a copy back to you in the first instance. If the other party requires hard copy, they should send 2 copies to you.

Once you have collected all signatures, please send to [deborah.reid@strath.ac.uk](mailto:deborah.reid@strath.ac.uk) (or to Deborah in the internal mail if hard copy) to arrange countersigning here. Once it has been signed in RKES, a fully signed copy will be retained here and copy will be returned to you to circulate to the student.

If the other party has any comments on the draft, it must be referred to RKES for review.

#### **QUESTIONS AND FURTHER ASSISTANCE**

If you have any questions about how to complete, use or sign the Confidentiality Agreement please send your query to [rkcs@strath.ac.uk](mailto:rkcs@strath.ac.uk)

## **STUDENT ASSIGNATION AND CONFIDENTIALITY AGREEMENT**

between

University of Strathclyde

and

[insert name of student]

## STUDENT ASSIGNATION AND CONFIDENTIALITY AGREEMENT

Between

The University of Strathclyde, incorporated by Royal Charter, a charitable body registered in Scotland with registration number SCO15263 and having its Principal Office at 16 Richmond Street, Glasgow, G1 1XQ (the "University");

and

[insert name and address of student] (hereinafter referred to the "Student")

together the "Parties" and each a "Party".

WHEREAS

- (i) The Student is participating on the Project; and
- (ii) The University may be seeking intellectual property rights protection on this Project and requires that Confidential Information and the Project itself be treated as confidential.

WHEREBY IT IS AGREED AS FOLLOWS

### 1. DEFINITIONS AND INTERPRETATION

"Confidential Information" means each Party's confidential information disclosed by that Party to the other for use in the Project and identified as confidential before or at the time of disclosure, and the information in any Project Results.

"Effective Date" means [Insert Project Start Date] notwithstanding the date or dates of signing hereof.

"Funder" means any third party funder that pays for services offered by the University through the Project.

"Intellectual Property" means any patents, trade marks, registered designs, copyright, unregistered design right, database right or semi-conductor topography right, rights in and to trade or business names, Know-how or Confidential Information, and any similar or analogous rights or forms of protection in any part of the world.

"Know-how" means technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain and that is not the subject of a patent application.

"Project" means the [insert title of Project] supervised by [insert supervisor name] in the Department of [insert name of Dept] at the University.

"Project Results" means all Intellectual Property, information, data, software and materials identified, created or first reduced to practice or writing in the course of the Project.

"Proper Use" means the Project including discussions between the Parties and the Funder necessary for the Project.

2. This Agreement applies to all Confidential Information disclosed on or after the Effective Date and to Confidential Information disclosed earlier to the extent the Parties began discussions on the Proper Use prior to the Effective Date. The obligations of the Student under this Agreement as to the Confidential Information he/she has received hereunder shall continue in full force and effect regardless of any cessation of discussions between the Parties or any attempted termination of this Agreement.
3. The Student shall treat all Confidential Information as confidential and use the Confidential Information only for the Proper Use. The Student shall not disclose, publish or use such Confidential Information for any purpose other than the Proper Use without the prior written consent of the University; and
4. This Agreement shall not apply to any Confidential Information which:-
  - 4.1 at the date of this Agreement is in the public domain or subsequently comes into the public domain through no fault of the Parties and not in breach of this Agreement;
  - 4.2 was already known to the Student on the date of disclosure, provided that such prior knowledge can be substantiated and proved by documentation and was not previously acquired by the Student under an obligation of confidence;
  - 4.3 properly and lawfully becomes available to the Student from a third party who lawfully acquired it and is under no obligation restricting its disclosure;
  - 4.4 was independently developed without access to the Confidential Information; or
  - 4.5 is required to be disclosed by law.
5. The Student agrees that all Intellectual Property rights in the Project Results and/or arising from the Project shall hereby be the property of the University. The Student, if required, will execute all documents and do all such things as are necessary for the University to obtain copyright and/or design, and/or patent protection or intellectual property protection for the Project Results and/or the Project.
6. Should the Student make an inventive contribution to the Project Results, the University agrees to share with the Student any royalty income received by the University in respect of the commercial exploitation of the Project Results. The basis for such a share shall be the same as that determined by the University Court Minute in respect of inventors who are academic staff. Where the Student is one of two or more co-inventors, the amount to be shared will be split between the co-inventors on a basis to be agreed.

7. This Agreement shall in all respects be construed and interpreted in accordance with, and governed by, the Law of Scotland, and the parties submit to the exclusive jurisdiction of the Scottish Courts.

Signed for and on behalf of the University

at.....

on.....

by (name)..... .

Signature.....

Position .....

Signed by the Student

at.....

on.....

## **Guidance note on the Student Confidentiality and Assignment Agreement**

The purpose of this note is to explain to you, the student, in an informal way what signing the foregoing document means.

The Agreement is a legally binding document, and although an attempt has been made below to clarify for you the significance of some of the provisions, please note that you are entitled to seek independent legal advice on the implications of signing this.

### *Ownership of Results*

Signing this Agreement means that the University of Strathclyde ("University") will own the results arising from your research in the course of your studentship. In addition, where the University may wish to apply for a patent, to protect any of the results which have been generated, (which is an expensive and lengthy process), the University will require either that you sign appropriate documentation to enable a patent application to be submitted by the University, or that you give the University the right to act on your behalf in this matter, to achieve the same position. Any patent granted will belong to the University.

In exchange for this, the University agrees to treat you as if you were a member of University Staff, which means that if the University is able to make any money out of any research results, (whether patented or not), then a proportion of that money will be payable to you (as set out below).

### *Current University revenue sharing policy*

Clause 6 of the Agreement refers to the University's University Court Minute, which sets out the manner of dividing income obtained from exploitation of research results. A copy of this can be provided to you separately if you so wish.

### *Confidentiality*

You should be aware that any information which you come across in the course of your research project may well be confidential to the University, the Funder or to a third party. It is extremely important that such information should be kept confidential and not disclosed to or discussed with anyone else other than your academic supervisor.

For example potentially patentable research results are confidential and any disclosure of these before a patent application has been filed will mean that the University cannot get a patent for those results. In worst cases this may mean that a potentially useful technology or drug becomes worthless. Even where research results are not capable of patenting, disclosure of pre-publication results can prejudice the publication prospects for such results. It is therefore always best to be cautious and not disclose any such information without your Supervisor's or Head of Department's approval.

Clauses 3 and 4 of the foregoing Agreement set out your obligation to keep such information confidential. Before signing please read and understand the obligations you are being asked to undertake.

### *Thesis*

Please note that the University is aware that you may wish to prepare a thesis on the basis of your research activities. This is encouraged. There will generally be no problem in this regard except where a proposed thesis contains information which, if disclosed, would prejudice a patent application, or might otherwise disclose information which the University considers confidential. In either case, the University will require that access to your thesis be carefully controlled in order to protect the information in question, but only for as long as is necessary.

Should you require any further information, please do not hesitate to contact RKES on [rkes@strath.ac.uk](mailto:rkes@strath.ac.uk) or 0141 548 3707.