

## CONFIDENTIAL INFORMATION

Before disclosing Confidential Information to others, it is important to consider the consequences. The purpose of Confidentiality Agreements (CAs) for the Centres is to tell Visitors that we are aware of what Confidential Information we have, the relative importance of it and the Intellectual Property Rights which we are entitled to as a result. In our case, CAs are not about preventing proper dissemination of information or keeping secrets, it is about safeguarding our rights against those who might choose not to respect the rights to our work. CAs also serve to protect our information in the development stages before we release it into the public domain.

### ***Why Use a Confidentiality Agreement?***

CAs provide documented evidence of the Agreement made between the Visitor and the Centre, protecting the transfer of Confidential Information and preventing any subsequent misuse.

### ***What should be in a Confidentiality Agreement?***

CAS is happy to provide support and advice to any Centres who may wish to draft their own CA but advise that the Centre should consider the following issues. The CA should describe:

- ✚ the subject field of the Confidential Information;
- ✚ in what form it may be transferred;
- ✚ the purpose of the transfer;
- ✚ how the information should be handled;
- ✚ in what circumstances the Visitor can use the information; and,
- ✚ for how long the obligations apply.

The Centres should consider attaching an annex document to the CA stating the exact details of the Confidential Information disclosed and any other information regarding the above points. This clarifies the facts for both the Centre and the Visitor.

The main purpose of a CA is to govern the transfer of Confidential Information, therefore other issues such as intellectual property or transfer of materials for the performance of work should be covered by additional, separate agreements such as MTAs. CAS has enclosed at the end of this document a draft Visitors Confidentiality Agreement which the Centre may choose to use in its entirety or as a template.

### ***When is information no longer confidential?***

After disclosure into the public domain information is no longer considered confidential, unless that disclosure was under an obligation of confidence. Dissemination of information is vital to the work of the Centres, however care should be taken when this involves information of a confidential nature.

### ***Who Should sign a CA?***

CAs are legally binding contracts and should be signed by a authorised signatory.

### ***Incoming CAs***

If you have received a CA from a third party and are unsure of its legally binding effects CAS can review, advise and negotiate with the other party if necessary, to amend the agreement so that the terms properly protect the rights and interests of the Centre.