**THIS AGREEMENT** is dated the “**Date”**

**BETWEEN**:

(1) **The University of Leeds** of Woodhouse Lane, Leeds LS2 9JT (the “University”);

(2) **“The Company”** of **“Address”** (the “Host”); and

(3) **“The Student”** (Name) of **“Address”** (the “Student”).

**WHEREAS**:

(A) It has been agreed by the Host that the Student may conduct at least part of their studies on the premises of the Host and using some of the commercially sensitive material owned by the Host.

(B) In recognition of the above sensitivities it has been agreed by all the parties that this confidentiality agreement shall be signed and adhered to.

1. **DURATION**

This Agreement shall commence on the date written above and shall last indefinitely.

1. **CONFIDENTIAL INFORMATION**
	1. Subject to clause 2.3 the University and the Student severally (independently) agree not to disclose to any party not a party to this Agreement any information that is expressly stated in writing as confidential information by the Host at the time of disclosure and which has not:
		1. already entered the public domain (other than through breach of commitments under this Agreement); or
		2. independently from contact with the Host been developed by the Student or the University (“Confidential Information”).
	2. If the University or Student wish to publish any Confidential Information they shall first obtain the written consent of the Host.
	3. In order to ensure that the Student can complete their studies at the University the Host consents to the disclosure of all Confidential Information to all examiners for the purposes of completing the assessment of the Student’s work subject to such persons agreeing to keep Confidential Information confidential.
2. **GENERAL**
	1. All Confidential Information belonging to the Host shall remain the property of the Host. All material generated or developed by the University or Student shall remain the property of the University.
	2. This Agreement represents the entire understanding of the parties relating to the use and disclosure of Confidential Information.
	3. This Agreement shall be interpreted in accordance with English law and governed by the English Courts.

This Agreement was entered into on the date written above.

SIGNED BY

for and on behalf of the

University of Leeds

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SIGNED BY

for and on behalf of the Host

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SIGNED

the Student

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