

Protecting confidential information

Factsheet



UNIVERSITY OF
CAMBRIDGE
Technology Transfer Office

Before disclosing confidential information to others, you should consider carefully the consequences. The Technology Transfer Office (TTO) can help and advise, and can put in place an appropriate agreement where necessary.

What is Confidentiality?

Confidentiality is a legal principle that maintains secrecy between parties. This is particularly important when you wish to ensure that your information, knowledge or research results which you may pass to another party are held in confidence and not used improperly.

Why do I need to protect confidential information?

Confidential information may be protected for a number of purposes. Perhaps the most important reasons are to retain control over your information, to prevent others using your ideas and to protect novelty of inventions prior to patenting. Novelty is a significant criterion used in assessing the patentability of an invention (i.e. whether the invention is new, or has entered the public domain) and a common reason for the failure of patent applications is premature, non-confidential disclosure of the invention. A CDA can therefore be essential protection when disclosing your information prior to patenting.

When is information no longer confidential?

After public disclosure information is no longer considered confidential, unless that disclosure was under an obligation of confidence. Dissemination of information is a vital part of academic research, however care should be taken when this involves confidential information. It is unnervingly easy to disclose your confidential information and care should be taken with the contents of all documents (including emails and websites) as well as in conversations and discussions with others. Other ways of publicly disclosing include presenting your research at seminars and poster presentations, or in interviews for newspapers, radio or television.

How do I protect confidential information?

An oral agreement is enough to provide an obligation of confidence, although it can be difficult to prove the existence of such an agreement in a court of law. Confidentiality Agreements (CDAs), sometimes called secrecy agreements or non-disclosure agreements (NDAs), provide documented evidence of this agreement between the parties, protecting the transfer of confidential information and controlling the subsequent use of that information.

What should be in a Confidentiality Agreement?

A CDA should describe the subject field of the confidential information and in what form it may be transferred, as well as the purpose of the transfer. The agreement should also define how the information should be handled, in what circumstances the receiving party can use the information and for how long the obligations apply. If only one party is disclosing information the agreement should be unilateral, however if two parties will be disclosing confidential information the agreement should be bilateral.



The main purpose of a CDA 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 if necessary.

How do I arrange for a CDA to be put in place before my meeting with a third party?

The University has a standard CDA which the TTO can put in place prior to your meeting with a third party. Please submit a Confidential Disclosure form (available from our website at www.rsd.cam.ac.uk/tto) to the TTO; this is a simple one-page form which provides a straightforward way of supplying the information we'll need to start putting the CDA in place for you. We will acknowledge receipt of the form within one working day, but please allow at least one week before your intended disclosure so that the TTO has some time to draft a standard agreement and negotiate any amendments that might be requested by the other party.

Our website has notes which guide you through completing the form, and the TTO's staff are always pleased to advise and help. Any specific questions or general enquiries can be addressed by email to tto.enquiries@rsd.cam.ac.uk, or you can call us on (3)33543.

Who should review the CDA I have received from a third party prior to our meeting?

The TTO can review and advise on CDAs received from external bodies, and negotiate with the other party where necessary, to amend the agreement so that the terms properly protect your rights and interests, and those of the University. Please send the CDA with a Confidential Disclosure form (see above) to the TTO.

Who should sign an NDA/CDA?

If you are a University employee, it is preferable for a confidentiality agreement to be between the University and the other party, rather than between yourself and the other party. This helps to protect you from potential liabilities incurred under the agreement, and means that if you need to involve another person from your research group they will most likely be covered also. Employees of the University should not sign agreements on behalf of the University as it is unlikely that they are authorised to do so. CDAs are legally binding contracts and as such it is vital that an authorised signatory of the University executes the agreement properly. As departments are not legal entities, they or their staff should not sign or be parties to the agreement. The TTO can arrange for the agreement to be signed by an authorised official of the University without delay.

For help and advice on materials transfer, confidentiality, external consultancy work, or on the protection and commercialisation of research results and inventions, contact the Technology Transfer Office at:

University of Cambridge, Research Services Division, 16 Mill Lane, Cambridge, CB2 1SB
phone (01223 3)33543 - fax (01223 3)32988 - email tto.enquiries@rsd.cam.ac.uk - www.rsd.cam.ac.uk/tto