



Re: CEC Project

Rakusens Warehouse Management System

MATTERS OF CONFIDENTIALITY, PUBLICATION and WAIVER OF MORAL RIGHTS

Dated:

WHEREAS

(A) Team3 whose address is University of Bradford, Bradford BD7 1DP is undertaking work in the Computing Enterprise Centre and in this capacity has access to the confidential information and intellectual property of the University of Bradford in the course of undertaking studies, volunteering or paid work whether part or full time ("the Work")

(B) This agreement sets out the arrangements between the University of Bradford ("the University") and Team3 ("You") in relation to the protocol on

(i) matters of confidentiality relating to the Work;

(ii) publications and

(iii) the basis for arrangements and protocols in relation to intellectual property relating to the Work

You acknowledge and agree that you have read and understood the university regulations ("University Regulations") on intellectual property and shall abide with the terms and conditions of them to the extent that they apply to your involvement in the Work. During this time, you may have access to confidential, non-public proprietary information of the University which shall include (without limitation) the intellectual property ("Confidential Information") within the Work and you hereby agree to comply with the provisions below:

You have a duty to treat as confidential all confidential, non-public proprietary information belonging to the University under the above mentioned Work which would in the normal course be considered to be confidential. Such Confidential Information must be treated as the property of the University and must not be divulged to any person outside the University without the authority of the University or to anyone within the University who should not rightly be possessed of it.

You also have a duty to keep confidential on the terms as set out herein any confidential information of a third party which comes into your possession in the course of or as a result of the Work which would in the normal course be considered to be confidential.

Any breach of these obligations will be treated as a serious matter by the University.

The duties of confidentiality referred to will continue for an indefinite period from the date of this Agreement until it is terminated in writing by the University.

For the avoidance of doubt this Agreement does not affect your rights to make certain disclosures referred to as qualifying disclosures under the Public Interest Disclosure Act 1998. Confidential Information does apply to information which:

- (a) is known to you before its receipt under the Work, and not already subject to any obligation of confidentiality to the University;
- (b) is or becomes publicly known without any breach of this agreement or any other undertaking to keep it confidential;
- (c) has been obtained by you from a third party in circumstances where you have no reason to believe that there has been a breach of an obligation of confidentiality owed to the University;
- (d) has been independently developed by the you and such independent development can be demonstrated by documentation; or
- (e) is approved for release in writing by an authorised representative of the University.

Any attempt by you to publish or communicate information related to the Work including in relation to intellectual property requires you to receive prior and written consent from, throughout the term of this Agreement, and after for period of three years.

An information letter shall be sent to University marked for the attention of a Director of the Computing Enterprise Centre concerning any draft publication or communication of information relating to the intellectual property or information which could be deemed to be confidential. The said letter shall specify the content and form of the publication or communication as well as its context place.

The University may delete or modify certain aspects likely to harm research, industrial and commercial use of the Research Project intellectual property, if disclosed Including those which such subject to third party rights.

Furthermore, the University shall be able to delay the publication or communication for up to eighteen (18) months from the date of receipt of the letter with an acknowledgement of receipt or any other correspondence having probative value (e-mail with acknowledgement of receipt and/or reply from the recipient) expressing the request for delay, especially if the information contained in the publication or communication benefits from potential intellectual property protection.

Within a maximum timeframe of ninety (90) days from the receipt of the letter with acknowledgement of receipt, University shall notify its decision, which may be:

- full acceptance of the drafts as presented,
- acceptance of the draft, subject to making modifications or deletions required for preserving its interests,
- refusal of the draft due to infringement of its legitimate interests.

If the University has not notified its decision within the aforementioned timeframe of ninety (90) days, the draft shall be considered rejected by the University.

In undertaking work on the Project, in consideration of the sum of £1, receipt of which is hereby acknowledged, I, Team3 unconditionally and irrevocably waive, in respect of the Foreground intellectual property created in the course of the Work , all moral rights including to be identified as the author of the Foreground IP and all rights to object to derogatory treatment of the Foreground IP, to which I may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

This waiver is made in favour of the University of Bradford ("Bradford") and shall extend to Bradford's licensees, sub-licensees, assignees and successors in title to the copyright in the Foreground intellectual property or Bradford's business.

This waiver and undertaking and any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this waiver or its subject matter or formation (including non-contractual disputes or claims).

This Confidentiality Undertaking and Waiver has been entered into on the date stated at the beginning of it.

I Team3 confirm that I have read, understood and agreed with the terms above.

Signed Team3 Dated 15/03/2024
Witnessed in the presence of

Signed..... Dated

..... (name), the above mentioned

Witness who declares s/he is not a relative of

..... (name).