

**University of Westminster Contract:**

**FLOW CYTOMETER INSTRUMENT**

**CONFIDENTIALITY AND GOVERNMENT DATA PROTECTION REGULATIONS.**

This Confidentiality Clause is being added to the contract terms in anticipation of the ability to enforce in UK law the terms and articles of the General Data Protection Regulation (GDPR) from May 25th 2018. By signing this Confidentiality Clause the supplier agrees to the terms below. The supplier also acknowledges and agrees that any specific GDPR requirements appropriate to this contract will be drawn up and agreed by the University and the supplier as soon as is practicable, and as near to the May 25th 2018 GDPR enforcement date as is feasible, to form part of the overall contract.

**CONFIDENTIALITY CLAUSE**

Addendum to clause 15 of the University’s CONDITIONS OF CONTRACT FOR SUPPLIES AND SERVICES (English Law Version).

**1.** **Confidential Information**

**1.1** You shall not, except as authorised in writing by the University or required by your duties hereunder, use for your own benefit or that of the supplier or gain or divulge to any persons firm, company or other organisations whatsoever any confidential information (as defined below) which may come to your knowledge during your assignment with the University of Westminster. This restriction shall cease to apply to any information or knowledge that may subsequently come into the public domain other than by way of unauthorised disclosure or by way of any act or omission by you.

**1.2** All records (including, without limitation, records stored by electronic means), documents and other papers (together with any copies or extracts thereof) whether made or acquired by you in the course of your assignment, which contain any confidential information shall be the property of the University and must be returned to it on the termination of your assignment.

**1.3** Confidential information shall mean all information not being in the public domain and which has been specifically designated as confidential by the University and any information which relates to the business and/or activities of the University including, without limitation, commercial information, financial information, know-how, development plans, manpower plans, student information and information relating to disciplinary matters, commercial and financial activities of the University, the unauthorised disclosure of which would embarrass, harm or prejudice the University. It does not extend to the information already in the public domain unless such information came into the public domain by unauthorised means.

**1.4** The provisions of this clause shall survive any termination of the agreement without limit of time.

Failure to adhere to this agreement may result in your services with the University being ended through termination of the contract for services.

I confirm that I have read, understood and agreed to the above on behalf of

the supplier.

Signed ……………………………………………………. Date…………………………

Print Name…………………………………..……………………………………………..

Position in Company……………………..………………………………………………..

Company Name…………………………………………………………………………….