

## **CONFIDENTIALITY UNDERTAKING**

To: Cranfield University of Cranfield, Bedfordshire MK43 0AL ("Cranfield")

I hereby undertake and agree that in consideration of my being allowed access to Cranfield University Library Facilities, Cranfield Confidential Information in general and third-party information including but not limited to documents, journals, records, databases, knowledge or trade secrets ("the Information"), I shall:

- 1. Only access and download the Information for my own personal use. The term 'personal use' means personal educational development, teaching, education and research, but does not extend to use for direct commercial gain or exploitation including, but not limited to, acting for third parties. I shall not use any Information or other material which is provided by Cranfield, which belongs to Cranfield or any third-party supplier to Cranfield, or which relates to Cranfield's business, customers, suppliers, operations or premises (Confidential Information), unless it is or it becomes a matter of public knowledge or I acquire it independently and lawfully without any breach of this undertaking or unless I am authorised in writing by Cranfield to disclose it.
- 2. Keep Cranfield Information strictly confidential and not disclose to any other persons except those who have been approved by Cranfield or the-third party owners in writing and who have also signed a similar undertaking.
- 3. Take all reasonable precautions when dealing with the Information and obey any instructions given by Cranfield so as to prevent any unauthorised person from gaining access to the Information and to abide by the "Databases: Conditions for use" attached hereto as the Annex.
- 4. Not take any copies of the Information unless it is necessary for my work in respect of my personal educational development, teaching, education or research and shall not disclose those copies except in accordance with paragraph 1 above.
- 5. When requested by Cranfield to do so, promptly return to Cranfield all Information capable of being returned, together with all copies I have made.

Cranfield reserves the right to take legal action against individuals who cause it to be involved in legal proceedings as a result of violation of its licensing agreements. I hereby agree and accept that in addition to any damages that may be sought against me for breach of this undertaking, Cranfield reserves the right in the event of any actual breach or threatened breach to seek injunctive relief or any other appropriate orders from a court of competent jurisdiction.

This Agreement is subject to English Law and the exclusive jurisdiction of the English Courts.