

DRAWING LOAN UNDERTAKING

Ref External Loans

This agreement is made on {Date}

BETWEEN:

- (1) UNIVERSITY OF WORCESTER of Henwick Grove, Worcester WR2 6AJ ("the University"); and
- (2) {NAMEXX} (registered in England under company number {NumberXX}) whose registered office is situate at {AddressXX} ("the Recipient")

Dear Sirs

Confidentiality Undertaking

Project Description:

Loan Expiry Date:

The University is particularly sensitive with regard to providing access to its buildings and estates plans and drawings, and as such, great care needs to be taken with access to and use of this resource. It is incumbent on you to ensure that all your consultants, contractors and employees who need to have access to the documents for the purposes of the Project understand the sensitive nature of these documents and the need to ensure that they are kept confidential in accordance with your undertakings below.

For the purposes of this Agreement and in the consideration of the sum of one pound (£1.00) payable by the University to the Recipient:

"Confidential Information" shall consist of any and all drawings including CAD drawings, plans or specifications and all data and information contained therein, whether in electronic or any other form, and whether disclosed before, on or after the date of this Agreement, owned or controlled by, or relating to the business dealings, transactions, services or affairs of, the University or its Representatives;

"Project" means the project described above;

“**Permitted Purpose**” means evaluation and use for the purposes of the Project;

“**Representative**” means a director, officer, employee, agent, advisor, consultant or sub-contractor.

We, **the University** are willing to provide **you**, the company or person named as the addressee, with the following item(s) containing Confidential Information in consideration of the undertakings to be given by you and set out below:

Description of form of media and identifying reference(s):

- a)
- b)
- c)

(Collectively the “**Materials**”)

By signing this letter and/or accepting any item containing Confidential Information, you agree, covenant and undertake with and to the University as follows:

1. Limits on Use and Disclosure of Confidential Information.
 - a) The Confidential Information will be used only for the Permitted Purpose.
 - b) Specifically, the Confidential Information shall not be used by you or your Representatives to the detriment of the University.
 - c) You will take all reasonable steps to safeguard and protect the Confidential Information from any theft, loss, unauthorized access, unauthorized use or disclosure and accord it at least the same degree of confidential and proprietary treatment as it gives its own confidential and proprietary information.
 - d) Unless otherwise required by law or with the prior written consent of the University, you will disclose Confidential Information only to those of your Representatives on a need-to-know basis and will notify such Representatives who are provided any Confidential Information, or who may otherwise have occasion to view, handle, or obtain any Confidential Information, of the terms of this letter and their obligation to comply with your obligations of confidentiality in this letter.
 - e) You will not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by the terms of this letter.
 - f) You will not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Permitted Purpose (and any such copies, reductions to writing and records shall be the property of the University).

2. Return of Confidential Information.

- a) At any time upon written request and in any event immediately following the Loan Expiry Date, you shall promptly return the Materials to the University or, at the University's option, destroy as directed by the University, all Confidential Information, including all copies of the Confidential Information in your possession or in the possession of any of your Representatives; and
- b) Upon the request of the University, you will certify in writing to the University the return or destruction of the Confidential Information as required by this letter. Information which is held in electronic form shall be deemed destroyed when deleted from local hard drives so long as no attempt is made to recover such information from backup tapes, servers, or other sources.

3. Responsibility for Representatives.

You will be solely responsible for any breach of your obligations in this letter by your Representatives, including without limitation, any improper use or disclosure by your Representatives of the Confidential Information.

4. Disclosure under Legal Process.

In the event that you or any of your Representatives is requested or required pursuant to legal process to disclose any Confidential Information, it is agreed that you will provide the University with prompt written notice of such request or requirement so that the University may, at its option and its own expense, seek an appropriate protective order, written waiver in respect of compliance with this letter, or other remedy to assure that the Confidential Information will be accorded confidential treatment.

5. Ownership of Confidential Information.

- a) The University remains the sole owner of the Materials and subject as provided in this letter no rights in the Confidentiality Information are granted to you by this letter.
- b) Insofar as the University is entitled to grant such right, until the Loan Expiry Date you are permitted to hold an electronic copy of and to print or make copies of any item of Confidential Information for the Permitted Purpose and for the purposes for which it was prepared by the University only.

6. No Representations.

- a) The University accepts no responsibility for the correctness and completeness of the Confidential Information and you accept that you are responsible for independently verifying

such information and data and in particular (but without limiting the foregoing) any measurements taken from information which are not dimensioned on the electronic copy are at the risk of the recipient.

- b) The University accepts no liability or responsibility whatsoever for any loss or damage suffered by you or your Representatives arising out of or in connection with the use or misuse of the Confidentiality Information.
- c) Whilst all reasonable means have been used to ensure that the Materials are free of computer viruses and other corruption, use of the Materials is at your sole risk and the University cannot be held responsible for any loss or damage that might result directly or indirectly from the presence of such viruses or other corruption.
- d) Updates will not be issued in electronic (editable) CAD form, unless previously agreed.

7. Expiration of Obligations.

- a) Neither any purported termination of your obligations or the passing of the Loan Expiry Date or conclusion of the Project will affect any rights or remedies which have accrued or which are continuing to which the University is entitled.
- b) All obligations of confidentiality and all restrictions on the use of Confidential Information shall remain in effect for as long as such information remains confidential and capable of protection.

8. Expenses.

We and you, will each bear our own costs and expenses (and those of your Representatives) associated with the furnishing, evaluation and return of Confidential Information.

9. Equitable Relief and Indemnity

- a) It is agreed that damages would not be a sufficient remedy for any breach of the terms of this letter by you or by your Representatives. Accordingly, without thereby limiting the remedies available to it, the University will be entitled to seek specific performance, injunctive relief, or any other forms of equitable relief as a remedy for any breach of this Agreement by you or your Representatives.
- b) You shall indemnify and keep fully indemnified the University at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other reasonable costs and expenses suffered or incurred by the University arising from any breach of this Agreement by you and from the actions or omissions of any of your Representatives.

10. Miscellaneous.

- a) Successors and assigns. Your obligations and liabilities in this letter shall be binding upon your successors and assigns.
- b) Variations. No variation of the terms of this letter shall be effective unless it is in writing and signed by the University.
- c) The titles and headings. Titles and headings used in this Agreement are for convenience only and shall not be used to limit, expand or interpret the language used thereunder.
- d) Third party rights. No person other than you and the University shall have any rights under or in connection with this letter.
- e) Governing law and jurisdiction. The terms of this letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

Yours faithfully

For and on behalf of the University of Worcester

We agree the above

.....
Signature

.....
Name

.....

For and on behalf of the Recipient

.....
Signature

.....
Name

