CONFIDENTIALITY AGREEMENT dated [Enter date]

BETWEEN

**[NAME OF DOCTORAL STUDENT; STUDENT NUMBER]**; and

**[NAME OF DOCTORAL SUPERVISOR; DEPT/SCHOOL, MAYNOOTH UNIVERSITY]**

And

**[NAME OF EXTERNAL EXAMINER; INSTITUTIONAL AFFILIATION]**

And

**[NAME OF INTERNAL EXAMINER; DEPT/SCHOOL, MAYNOOTH UNIVERSITY]**

And

**[NAME OF INTERNAL CHAIR; DEPT/SCHOOL, MAYNOOTH UNIVERSITY]**

Each of the above parties are hereinafter referred to individually as a “Party” or collectively as the “Parties”.

Whereas:

A The parties may have exchanged and wish further to exchange certain information of a confidential nature in respect of the examination of thesis entitled “**TITLE OF THESIS”** submitted by [**Name of candidate]** for the award of PhD.

B The thesis/dissertation is Confidential and contains Confidential Proprietary Information (as hereinafter defined), which shall be disclosed to the Recipients for the purpose of examination of the thesis.

C In consideration for such disclosure by the Discloser, the Recipients agrees that all Confidential and Proprietary Information disclosed in the thesis/dissertation or during the viva voce examination shall be governed

 by the following terms and conditions and wish to protect such information in the manner set out in this Agreement.

This agreement is between all of the parties mentioned above in relation to the scholarly work submitted for examination titled **[TITLE OF THESIS]** by **[NAME OF STUDENT]** for the award of PhD.

The parties above and undersigned confirm that they will keep they will not record, publish, present discuss with a third party, or otherwise make use the content of the thesis submitted for examination and related information discussed in the Viva examination, commercially or otherwise. They agree to keep confidential all information, confidential material or intellectual property for [**XXXX**] years following the examination.

The parties shall enter into an amendment to, or extension of, this Agreement if they wish to extend the time for confidential disclosure.

Notwithstanding the foregoing, the receiving party shall be entitled to make any disclosure required by law of the other party’s Confidential Information provided that it gives the other party not less than two business days’ notice of such disclosure.

The parties acknowledge and agree that the University is subject to the Freedom of Information Act 2014 (“**FOIA**”) and the codes of practice issued under FOIA as may be amended, updated or replaced from time to time. The parties agrees that all FOI requests relating to this agreement and any other relevant records will be processed by the University under the terms of the FOIA. The University will communicate and cooperate during the processing of any such requests.

Each party warrants its right to disclose its Confidential Information to the other party and to authorise the other party to use the same for the Purpose.

This Agreement shall continue in force from the date hereof until terminated by mutual consent for the amount of time stated above or by mutual consent of all of the signatories. .

This agreement and any disputes or claims arising out of, or in connection with, its subject matter are governed by and construed in accordance with the law of the Republic of Ireland and the parties irrevocably agree that the courts of the Republic of Ireland have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

I acknowledge that I have read and understood the terms and conditions of this Agreement. I agree to comply fully with clauses of this Agreement.

**SIGNED** by the doctoral student, [INSERT NAME]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

I acknowledge that I have read and understood the terms and conditions of this Agreement. I agree to comply fully with clauses of this Agreement.

**SIGNED** by the supervisor of the doctoral student, [INSERT NAME]

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Date:

I acknowledge that I have read and understood the terms and conditions of this Agreement. I agree to comply fully with clauses of this Agreement.

**SIGNED** by the External Examiner, [INSERT NAME]

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Date:

I acknowledge that I have read and understood the terms and conditions of this Agreement. I agree to comply fully with clauses of this Agreement.

**SIGNED** by the Internal Examiner, **[INSERT NAME]**

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Date:

I acknowledge that I have read and understood the terms and conditions of this Agreement. I agree to comply fully with clauses of this Agreement.

**SIGNED** by the Chair of the Committee, **[INSERT NAME]**

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Date:

I confirm this NDA agreement on behalf of Maynooth University.

**SIGNED** by a legal signatory for Maynooth University (VPA/Registrar, VPR, President, Bursar, etc.) **[INSERT NAME]**

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