**NON-DISCLOSURE AGREEMENT**

between

**STELLENBOSCH UNIVERSITY**

(hereinafter “**the University**”)

And

**[Enter full name of researcher] (“the Student”)**

And

**[Enter full name of fieldworker/assistant] (ASSISTANT)**

(hereinafter “**the Parties”**)

It is recorded that [researcher full name] is a [Masters Student] with the [Department] registered at the University. As per the [enter programme requirements] a [enter output] is required where the [Student] will [describe research purpose as described in proposal]. The Assistant will be [describe role of assistant] from [describe subjects] ((“the Subjects”) with regard to the [enter project purpose and title] hereinafter (“**the Purpose**”) and the Parties have agreed to enter into a Non-Disclosure Agreement (“the NDA”) or confidentiality clauses for this Purpose.

1. In connection with the Purpose it will be necessary for certain Confidential Information to be provided by the Subjects and/ or the University to the Assistant. This Confidential Information means any information disclosed to the Parties which has been defined as confidential in terms of the NDA;
2. The Parties specifically agrees not to disclose any Confidential Information to a third party and to protect it through the exercise of reasonable care. The Parties agrees to keep the Confidential Information in a secure environment, and not copy or use the Confidential Information except as it is reasonably necessary in connection with the Purpose. Access to this Confidential Information is for the sole purpose of the Purpose and the Parties agrees that breach of confidentiality may result in sanctions, civil or criminal prosecutions against the University or the Parties and/or University disciplinary action against the Parties.

## The foregoing obligations shall not apply to any information which -

### 3.1 can be demonstrated to have been lawfully in the public domain at the time of disclosure or subsequently and lawfully becomes part of the public domain by publication or otherwise;

### 3.2 can be demonstrated through documentary proof to have been lawfully in the Party’s possession prior to disclosure;

### 3.3 subsequently becomes available to the Party from a source other than the Subject, which source is lawfully entitled without any restriction on disclosure to disclose such information; or

### 3.4 is disclosed pursuant to a requirement or request by operation of law or by any court of competent jurisdiction, provided that the Party gives as much notice of such impending disclosure as is reasonably possible and provide the the University with all reasonable assistance in preventing and/or limiting such disclosure.

1. Notwithstanding the completion or non-completion of the Purpose, or the termination of University’s involvement with it, this Agreement shall commence on the Signature Date and shall remain in force and effect for a period of 31/06/2021, unless replaced by another agreement concluded between the University and the Party/s superseding this Agreement.

**STELLENBOSCH UNIVERSITY THE ASSISTANT**

Signature: Signature: \_\_\_\_\_

Print Name: Print Name: \_\_\_\_\_

Print Title: Print Title: \_\_\_\_\_\_\_\_\_\_\_\_

**THE STUDENT**

Signature: : \_\_\_\_\_

Print Name:

Student Number: