

**NON-DISCLOSURE AGREEMENT  
FOR PROSPECTIVE RESEARCH STUDENTS  
pertaining to the agreement between  
STELLENBOSCH UNIVERSITY  
(hereinafter referred to as "the University") and**

---

**(hereinafter referred to as "the Party")**

**It is recorded that the University intends to share information with the Party on a potential research project which may be used by the Party as the basis for obtaining a formal qualification at the University, and which is provisionally titled:**

**(PROVISIONAL TITLE OF PROJECT)  
(hereinafter referred to as "the Purpose").**

- 1. I acknowledge that in connection with the Purpose it will be necessary for certain Confidential Information to be exchanged between the University and the Party. The University will make available to me from time to time certain information that is highly confidential. This Confidential Information means any information disclosed by the University pertaining to the Purpose, whether it has been marked as confidential or is identified as confidential by the University at the time of disclosure, or not, as well as all materials, technologies, inventions, Know-How, research strategies, trade secrets and material embodiments thereof, and the logic, coherence and methods of use or implementation of any of the aforementioned that the University has created, acquired or has rights in, and anything derived from any of the above;**
- 2. I specifically agree not to disclose any Confidential Information to a third party and to protect it through the exercise of reasonable care. I agree 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. I understand that my access to this Confidential Information is for the sole purpose of the Purpose and agree that breach of confidentiality by me may result in sanctions, civil or criminal prosecutions against the University or myself and/or University disciplinary action against myself.**

3. I further agree that as a potential student of the University, I may initiate the development of my research protocol prior to registration as a student. During this period of protocol development as a potential student, I will make use of the University's infrastructure, and may do preliminary work with the aim of registering and obtaining a qualification. This work is supported and guided by staff of the University. As such, all intellectual property that may emanate from work conducted by me during the period of being a potential student before registration and in the course of the development of the protocol, irrespective of whether it is officially submitted to the University or not, will thus be deemed to arise in the context of the University's publicly financed research and as such will vest in the University. This will include copyright, patent rights, plant breeder's rights, design rights and all related know how. To the extent that such intellectual property does not vest in the University by law, I, as a potential student, assign such intellectual property to the University. Such assignment takes place pursuant to and as part of the signing of this non-disclosure agreement.
4. The foregoing obligations shall not apply to any information which –
- 4.1 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;
  - 4.2 Can be demonstrated through documentary proof to have been lawfully in the Party's possession prior to disclosure;
  - 4.3 Subsequently becomes available to the Party from a source other than the University, which source is lawfully entitled without any restriction on disclosure to disclose such information; or
  - 4.4 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 University with all reasonable assistance in preventing and/or limiting such disclosure.
5. 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 indefinitely, unless replaced by another agreement concluded between the University and the Party superseding this Agreement.

Signed on behalf of

**STELLENBOSCH UNIVERSITY**

**THE PARTY**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Print name:** \_\_\_\_\_

**Print title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_

**By:** \_\_\_\_\_

**Print name:** \_\_\_\_\_

**Print title:** \_\_\_\_\_

**Date:** \_\_\_\_\_