



THE UNIVERSITY *of* EDINBURGH

DIVISION OF CLINICAL NEUROSCIENCES

CONFIDENTIALITY AGREEMENT AND INTELLECTUAL PROPERTY RIGHTS GUIDELINE

The Division of Clinical Neurosciences provides access to resources, equipment confidential research and patient information and intellectual property to staff, students and visitors to assist with their research during their time in the Division. It is essential that this information and data relating to trial protocols, patients, volunteers, finances, staff must at all time be treated with complete confidentiality.

All staff, students and visitors working in the Division must, at all times, adhere to the University *regulation covering the Use of Computing Facilities* and will sign a copy of the Division agreement stating that these regulations have been read, understood and will be adhered to at all times.

Breach of confidentiality, ownership, publication, indemnity, computing facilities or confidentiality will be dealt with, in the first instance, by the Head of Division and where necessary, the University of Edinburgh. Any breach, if serious, may be subject to disciplinary action and may involve dismissal or prosecution. You should be aware that usage of computing facilities is monitored centrally (eg web access, sites visited)

Listed below are Division regulations for confidentiality and intellectual property rights. Any queries relating to this Standard Operating Procedure should be directed to the supervisor of the project, section head or the Division Administrator.

User rights and obligations

Only authorised personnel¹ shall have access to data and technical information. This should be used only for the purposes of the Project specified in the Research Study Agreement or as mutually agreed with the Project Supervisor. If Personnel wish to use the data or any related technical information for any other purpose, the Project Supervisor must grant written permission.

Where data and technical information, in whatever form it is supplied, are transferred to computer (either computer disk or tape), personnel are permitted to make one copy only of each disk or tape for back-up purposes only.

Ownership

Ownership of all copyright material relating to data and Intellectual Property Rights remains with the University of Edinburgh and the Division of Clinical Neurosciences. All background Intellectual Property Rights existing prior to commencement of the project shall remain the property of the University of Edinburgh and the Division of Clinical Neurosciences. Personnel shall have a royalty-free, non-transferable, non-exclusive licence to utilise data for the purposes of their own research and development only. Any approved right to use a third party, as may be necessary to enable Personnel to carry out further research and development shall be subject always the third party agreeing to the strict conditions of confidentiality. Specific IPR regulations apply to DCN

¹ Personnel covers staff, students and visitors

Personnel shall not sell or otherwise transfer to any third party in whole or in part any data supplied or any adaptation of data, or Intellectual Property Rights without the Division's prior approval or as agreed in accordance with the above terms.

Publication

Personnel shall not publish or otherwise make available to any third party any data supplied, printed or other materials in any form based on the Data supplied or any analysis, adaptation or derivative thereof, without the Division's prior approval.

Indemnity

Personnel shall indemnify the University against all losses, claims or actions. Reasonable efforts will be made by the Personnel and the Division to ensure that all data and Intellectual Property Rights are accurate. More specific information on the University of Edinburgh's policy on Indemnity can be supplied on request

Scientific Fraud

Scientific fraud is defined by the falsification of data or results, theft of data or results or plagiarism of data or results. Persons failing to adhere to these data management policies, or where there is a suspected falsification of results, will be subject to full University of Edinburgh disciplinary proceedings, and may face dismissal and possible prosecution.

Insurance and data protection of laptops and electronic devices

Staff who have been issued with a laptop must ensure this equipment is covered by their **own personal home contents insurance**. Any portable laptop **must be password protected and ensure any portable device is encrypted** to avoid the disclosure of sensitive information.

Confidentiality

Personnel shall maintain absolute confidentiality with all data and Intellectual Property Rights except as may be necessary for its use for the purposes of the Project.

All parties shall ensure that all information relating to the Project, which are considered to be of a confidential nature shall not be disclosed to any third party, without the prior consent or permission of the Project Supervisor. Such confidentiality shall continue for a period of 5 years from termination of this Agreement.

Please tear off and return to the Helen Cullion, Division Administrator, Bramwell Dott Building, Western General Hospital

I confirm that I have read, understood and will comply with the Division of Clinical Neuroscience Confidentiality Agreement and Intellectual Property Rights. Breach of confidentiality, ownership, publication, indemnity, computing facilities or confidentiality will be dealt with, in the first instance, by the Head of Division and where necessary, the University of Edinburgh.

NAME: _____

SIGNATURE: _____

DATE: _____

