



Overview

- Need for Confidentiality
- Why protect University Research?
- What is Intellectual Property?
- Keeping Information Confidential
- Confidentiality Agreements
- References
- Practical scenarios



Need for Confidentiality

- Ethical issues
- Agreements with 3rd parties
- Commercially sensitive information



Why Protect University Research?

- Academics & students may generate *Intellectual Property (IP)* of commercial value
- Often, commercially valuable IP must be kept confidential
 - To safeguard UoM's IP rights: **PROTECT/PATENT BEFORE YOU PUBLISH!**
 - To safeguard third party rights
- The UoM put in place structures to safeguard University generated IP



What is Intellectual Property?

- Intellectual property (IP) refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images used in commerce. Intellectual Property is an intangible asset to which one has rights and for which one may apply for protection.
- Forms of protection:
 - Patent
 - Trademark
 - Design
 - Copyright
 - Trade Secret
 - Know-how



Keeping Information Confidential

- Students and staff are bound by confidentiality, but need to be made aware (mark documents as 'Confidential')
- External examiners and third parties may be required to sign a confidentiality agreement
- Confidentiality may require dissertations to be embargoed by the Library
- Good Practice:
 - Notify persons receiving confidential information
 - Put notices up in labs
 - Mark dissertations and other documents



Confidentiality Agreements

- The information generated by the University could be misused or disclosed to the public without a confidentiality agreement in place
- A confidentiality agreement is signed prior to sharing confidential information and binds the parties to keep the information confidential
- The type of confidentiality agreement required depends on the circumstance



Different types of Agreements

- **Confidentiality between two or more parties** (Template CA1)
 - Two or more parties who wish to exchange confidential information
 - Signed by Rector on behalf of any employee of the University
 - Originals: 1 Legal Office & 1 for each party
- **One way confidentiality declaration** (Template CA2)
 - when only one party is disclosing confidential information
 - Signed by Rector on behalf of any employee of the University
 - Originals: 1 Legal Office & 1 for other party
- **Examiners Confidentiality Declaration**
 - When main examiner/supervisor feels that student work contains sensitive information
 - To be used for examiners/supervisors not employed by UoM
 - Originals: 1 Legal Office & 1 for examiner/supervisor





EXAMINER / SUPERVISOR CONFIDENTIALITY DECLARATION

Title of Dissertation/Thesis: _____

Name and I.D. of Student: _____

1. I declare that the University of Malta has engaged me for the purpose of [insert details e.g. assessment/supervision] (the Permitted Purpose) and the University is disclosing such Confidential Information to me.
2. I undertake not to disclose or use the Confidential Information or issue it to the public for any purpose except the Permitted Purpose, without first obtaining the written agreement of the University and to keep the Confidential Information secure.
3. The obligations in this Declaration apply to all of the information disclosed by the University, regardless of the way or form in which it is disclosed or recorded but they do not apply to:
 - a. any information which is or in future comes into the public domain (unless as a result of the breach of this Declaration); or
 - b. any information which is already known to me and which was not subject to any obligation of confidence before it was disclosed by the University; or
 - c. any information obtained by me from a third party with a valid right to disclose such Confidential Information, provided that said third party is not under a confidentiality obligation to the University; or
 - d. any information which was independently developed by me without reference to University's Confidential Information as shown by my written records.
4. I will, on request from the University, return all copies and records of the Confidential Information and will not retain any copies or records of such Confidential Information.
5. I undertake this obligation of confidentiality as of [date when confidential information was/will be first disclosed, even if this is in the past] and it shall terminate five (5) years later. The undertakings in clauses 3 and 4 will continue in force for five (5) years from the termination of this obligation.

Duly signed by the Examiner / Supervisor:

[Name of Examiner / Supervisor]
[ID Card or Passport Number]

What
does
a CA
look
like?



Important References

➤ Confidentiality Agreement Templates

<http://www.um.edu.mt/knowledgetransfer/standardforms>

➤ UoM IP Policy www.um.edu.mt/knowledgetransfer/academicstaff/ippolicy

➤ Collective Agreement 2011 – Support Staff: Clause 16

➤ Collective Agreement 2014 – Academic Staff: Clause 13

➤ Student Regulations – Undergrad Clauses 89&90

http://www.um.edu.mt/__data/assets/pdf_file/0005/47390/harmonisedregs-09.pdf

➤ Student Regulations – Postgrad Clauses 59&60

http://www.um.edu.mt/__data/assets/pdf_file/0013/10831/Postgraduate_Harmonised_Regulations.pdf

For further assistance:

– Knowledgetransfer@um.edu.mt

– www.um.edu.mt/knowledgetransfer/supportstaff



Question 1

You are at a Faculty Board or at a Departmental meeting and the discussion is about external examiners for student dissertations. What should you be aware of, and what should external examiners do?

The dissertation contains sensitive information and the examiner needs to sign a confidentiality agreement



Question 2

It results that a student's dissertation has sensitive information. What measures should you take?

Mark the dissertation as 'confidential' and take measures such as embargoing this piece of work at the library, and ensure that external examiners (if any) have signed confidentiality agreements



Question 3

Some academics discuss the possibility of collaborating with industry about their innovative research. How can you be of help?

**Refer them to the ‘confidentiality agreements’ webpage found on the the KTO’s website:
<http://www.um.edu.mt/knowledgetransfer/standardforms>**



Thank you for your attention



www.um.edu.mt/knowledgetransfer

