

UNCLASSIFIED - UNLIMITED

Dear

**UNIVERSITY DEFENCE RESEARCH CENTRE (UDRC) ON SIGNAL
PROCESSING - THEME MEETING PARTICIPATION AGREEMENT**

The University Defence Research Centre (UDRC) on signal processing has been established as a national, virtual research centre, by the Secretary of State for Defence acting through Dstl in order to maintain the UK's current strong position in signal processing. The UDRC involves a structured, multi-stranded research programme involving industry, academia and Dstl.

Theme Meetings, attended by representatives of projects across the strands, are considered to be an essential part of the UDRC in order to ensure cross-fertilisation of ideas. Furthermore, it is intended to invite external companies and universities to attend Theme Meetings to encourage and facilitate exploitation of the results.

In order to encourage useful presentation and discussion at Theme Meetings it is necessary to request that all attendees sign an acknowledgement of confidentiality.

Please could I ask you to countersign two copies of this letter and return one original to me by to indicate your organisation's acceptance of the control of the information to be presented. I am afraid that attendance will not be permitted without prior receipt of a signed acknowledgement of confidentiality.

Yours Sincerely

Acknowledgement of Confidentiality

1. As used herein the term "Proprietary Information" shall mean any information, whether in writing or other documentary form, in oral or visual or machine readable form, or in the form of samples or models, disclosed during UDRC Theme Meetings.
2. The recipient undertakes:
 - (a) to keep in confidence and not disclose to any third party any part, or the whole, of any Proprietary Information disclosed to it hereunder;
 - (b) not to copy or use Proprietary Information disclosed to it hereunder except as reasonably necessary for evaluation purposes, except with the prior written permission of the originator;
 - (c) to restrict access to the Proprietary Information disclosed to it hereunder to those of its employees, students and officers who need to know the same for the purpose of evaluation.
3. The protections and restrictions as to the use and disclosure of Proprietary Information shall not apply to any information which the recipient can show:
 - (a) is, at the time of disclosure hereunder, already published or otherwise publicly available; or

(b) is, after disclosure hereunder, published or becomes available to the public other than by breach; or

(c) is rightfully in the recipient's possession with rights to use and/or disclose, prior to receipt hereunder; or

(d) is rightfully disclosed to the recipient by a third party with rights to use and/or disclose; or

(e) is independently developed by or for the recipient without reference or access to Proprietary Information disclosed hereunder; or

(f) is the subject of a legal requirement or court proceeding on the recipient for disclosure, in which event the recipient shall give prompt notice of such requirement to the originator.

4. Nothing herein shall be construed as:

(a) conferring upon the recipient any right of use in or title to Proprietary Information received hereunder, other than as expressly provided herein or as conferred in writing upon the recipient by the originator subsequent to the date of this letter; or

(b) constituting a warranty as to the accuracy of the Proprietary Information or the suitability thereof for any purpose whatsoever; or

(c) implying that a further contractual arrangement will be concluded between the parties; or

(e) overriding or prejudicing any Government security classification or export control regulation applicable to any part of the Proprietary Information; or

5. This letter shall remain in force for a period of two (2) years following the date of countersignature after which it will terminate unless renewed by mutual consent in writing or to the extent that it is superseded by another agreement or contract between the parties. The obligations and restrictions relating to the disclosure and use of Proprietary Information shall however survive the termination for a period of seven (7) years.

.....

[ORGANISATION NAME] hereby accepts the terms of this letter:

By:.....

Name:

Title:

Date: