Fairfield School of Business
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Non-Disclosure Agreement (NDA) Policy

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Abstract:

This policy sets out Fairfield School of Business' position on the use of Non-Disclosure Agreements to protect sensitive information, including who may request them and how they will be used.

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1. Non-Disclosure Agreements

1.1. A Non-Disclosure Agreement (NDA), also known as a confidentiality agreement, is a legally binding contract that establishes a confidential relationship between two or more parties. The purpose of an NDA is to protect sensitive, confidential, or proprietary information that is shared between parties and to prevent its disclosure to unauthorised third parties. By signing an NDA, individuals or organisations agree not to disclose information covered by the agreement.

1.2. NDAs are crucial tools for safeguarding valuable information and fostering trust in collaborative environments. They ensure that shared knowledge, which is not publicly available, remains protected and is used only for the intended purposes.

1.3. NDAs are separate to confidentiality clauses in contracts of employment.

2. When is it Appropriate to Use NDAs?

2.1. NDAs are appropriate and necessary in various situations to protect sensitive and proprietary information. This includes, but is not limited to:

- **Business and Proprietary Information:** Any information related to FSB's operations, financial data, strategic plans, marketing strategies, or internal processes that is not in the public domain.
- **Intellectual Property (IP):** This covers inventions, designs, literary and artistic works, symbols, names, and images used in commerce. NDAs are vital when discussing potential patents, copyrights, trademarks, or other forms of intellectual property before formal protection is secured or when collaborating with external partners.
- **Unpublished Research Results:** Data, findings, methodologies, and preliminary results from ongoing research projects that have not yet been published or publicly disseminated. This is particularly important when collaborating with external researchers, industry partners, or when seeking funding.
- **Trade Secrets:** Confidential information that provides a competitive edge, such as unique teaching methodologies, proprietary software, specific administrative processes, or donor lists.
- **Sensitive Personal Data:** While governed by data protection regulations (e.g., GDPR), NDAs can supplement these by reinforcing the obligation of confidentiality for individuals handling sensitive personal information of students, staff, or research participants.

- **Partnerships and Collaborations:** When engaging in discussions or projects with external organizations, companies, or other academic institutions where confidential information must be shared to facilitate the collaboration.
- **Commercialisation Activities:** When exploring opportunities to commercialise research outcomes, technologies, or educational products, and discussions involve proprietary details with potential investors or licensees.

3. Who can sign an NDA?

3.1. Where an employee of FSB requires an NDA for any discussions or exchange of information they are undertaking as part of their role, a request for an NDA must be submitted to the CEO of FSB via the HR department.

3.2. An NDA may only be signed by CEO of FSB, who will consult with the Company's legal counsel.

3.3. FSB cannot sign NDAs on behalf of a student who is a named party to an NDA. The student would sign this themselves.

3.4. An organisation with whom information is to be shared may have named authorised signatories. It is the responsibility of that organisation to identify them and arrange for signature by the relevant person.

4. Who Prepares NDAs?

4.1. NDAs are prepared and negotiated by FSB's legal advisors on its behalf.

4.2. If you are an employee of FSB and the information you are discussing relates to work you are undertaking as part of your job at the School, the NDA will not be with you personally or your department, but with Fairfield School of Business.

5. Policy on the Use of NDAs in Cases of Harassment

5.1. While confidentiality clauses and non-disclosure agreements have their legitimate place in protecting the institution's proprietary information, intellectual property, and strategic interests, **Fairfield School of Business is unequivocally committed to ensuring that NDAs are never used to silence or prevent individuals from speaking out about experiences of harassment, discrimination, or other forms of misconduct.**

5.2. FSB's priority is the safety, wellbeing, and ability of all members of ou community to report concerns without fear of reprisal or contractual constraint. Specifically:

- **No NDA will be used to prevent an individual from reporting harassment or discrimination to the appropriate internal channels (e.g., HR, Student Support services, designated reporting officers or the FSB Student Union) or to external regulatory bodies or law enforcement.**
- **Any clause within an NDA that could be interpreted as preventing an individual from discussing their personal experience of harassment or discrimination will be deemed null and void in that context.**
- **We are committed to fostering an environment where individuals feel empowered and safe to raise concerns about misconduct.** Our policies and procedures for addressing harassment and discrimination are designed to provide clear pathways for reporting and resolution, independent of any confidentiality agreements related to other matters.

6. Freedom of Speech

6.1. Nothing in this policy is intended to have the effect of limiting freedom of speech within the law.

6.2. The Governors of Fairfield School of Business have due regard for the duties placed upon it by the Higher Education (Freedom of Speech) Act (2023) and other legislation relating to the protection of freedom of speech in the UK. FSB ensures that staff, visiting speakers and students have freedom within the law to question and test received wisdom and put forward innovative ideas and controversial or unpopular opinions, without jeopardising their academic or professional standing with FSB.

6.3. This policy reaffirms our dedication to transparency, accountability, and the protection of our community members, ensuring that confidentiality agreements serve their intended purpose without compromising the fundamental right to speak out against injustice.

7. Review and update

7.1. This policy will be reviewed annually or as required by the Senior Management of FSB. Proposed changes to it should be reviewed by the Company's legal counsel and approved by the Board of Governors

Document governance

Document owner*	**CEO**
Consulted parties**	HR Advisor, Legal Counsel
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*** To be consulted on updates to this content.*

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1.1	Minor corrections.	Board of Governors	Sep 2026

