

IN THE HIGH COURT OF JUSTICE

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

BUSINESS LIST (ChD)

B E T W E E N :

THE CHANCELLOR, MASTERS, AND SCHOLARS
OF THE UNIVERSITY OF CAMBRIDGE

Claimant

-and-

(1) PERSONS UNKNOWN WHO ARE OCCUPYING GREENWICH HOUSE AND HAVE ACCESSED AREAS WITHIN GREENWICH HOUSE WHERE CONFIDENTIAL INFORMATION IS HELD AND THREATENING OR INTENDING TO RELEASE THE INFORMATION THEREBY OBTAINED

(2) PERSONS UNKNOWN WHO HAVE ACCESSED, COPIED, PHOTOGRAPHED, SCANNED OR OTHERWISE OBTAINED DOCUMENTS FROM GREENWICH HOUSE WITHOUT THE CONSENT OF THE CLAIMANT

Defendants

PARTICULARS OF CLAIM

The Claimant

1. The Claimant is a university and the freehold owner of the Land known as Madingley Rise Site, Cambridge, which is registered at HM Land Registry under title number CB337595 (the “Madingley Rise Site”). The Madingley Rise Site is marked in red on the plan attached at Annexe A.

Greenwich House

2. The Madingley Rise Site comprises several buildings, including Greenwich House, which is shown edged in green on the title plan at Annexe A. Greenwich House is an administrative office building.
3. Within Greenwich House there are several administrative departments of the Unified Administrative Service, including:
 - (i) The Estates Division;
 - (ii) Research Services;
 - (iii) Health, Safety and Regulated Facilities;
 - (iv) Human Resources; and
 - (v) the Finance Division.
4. Save for the foyer entrance and the cafeteria, Greenwich House is fitted with external entrances and interior doors that are fitted with card readers, which operate what is known as “Mag locks”, which are electromagnetic security locks that can only be opened with the correct security cards. The security cards for Greenwich House are only made available to the Claimant’s staff and security officers, the security cards are required to access Greenwich House. Greenwich House is not accessible to the public or to students of the Claimant unless a student has been invited to attend Greenwich House for a specific purpose.
5. Further, within the various departments in Greenwich House, there are further security measures, including locked filing cabinets and key safes.
6. Within Greenwich House the Claimant stores physical records containing confidential, sensitive and personal information that only authorised personnel have permission to access and inspect. This includes, but is not limited to the categories of information contained in Annexe B of these Particulars of Claim (the ‘Confidential Information’).
7. The majority of the Confidential Information contained in Annexe B to these Particulars of Claim is held within Research Services in the Research Operations Office (The “ROO”).
8. The Head of Research Services is the Claimant’s official signatory for all contracts relating to sponsored research activity. They have authority to submit research grant

applications, to accept research grants and to negotiate terms and conditions with grant providers. The Senior Legal Advisers also work within the ROO, and among other things provide advice and prepare documents that would be subject to legal professional privilege.

9. The Confidential Information listed in Annexe B to these Particulars of Claim is confidential information that the Claimant either owns, or is otherwise beneficially entitled to deal with.

The Defendants

10. On the 22nd November 2024, at or about 4.30pm, one or more of the Defendants entered Greenwich House without the Claimant's permission or consent and activated the fire alarms within Greenwich House, causing the building to be evacuated.
11. Once Greenwich House had been evacuated the Defendants locked themselves within the building excluding all staff and security personnel from Greenwich House.
12. In respect of the First Defendant, it is likely that some or all of the First Defendant are connected with a group known as Cambridge for Palestine, a group that is demanding in social media posts that the Claimant does the following:
 - 12.1 Disclose financial and professional ties with any institutions or companies within the defence industry, or who have provided goods or services to Israel that may be used by Israel in the war in Gaza;
 - 12.2 Divest funds and collaborations away from such companies and organisations;
 - 12.3 Reinvest in Palestinian students, academics and scholars; and
 - 12.4 Protect students at risk of being targeted for their involvement in pro-Palestinian action.
13. Further, it is likely that some of the First Defendant are students of the Claimant, in particular because:
 - 13.1 Following the Defendants' occupation of Greenwich House some of the First Defendant identified themselves as students of the Claimant to the Claimant's security officers;

- 13.2 A social media post by Cambridge for Palestine dated 22nd November which stated “*BREAKING: STUDENT MEMBERS OF CAMBRIDGE FOR PALESTINE OCCUPY GREENWICH HOUSE IN PROTEST OF THE UNIVERSITY’S CONTINUED COMPLICITY IN THE GAZA GENOCIDE*”. The post went on to state “*In the early evening of Friday students part of Cambridge for Palestine have escalated their protest against the University of Cambridge by occupying it’s financial core, Greenwich House.....*” and “*we repeat our absolute refusal to sit by while our university [emphasis added] is complicit in and profits from the genocide of Palestinians.*”
14. The Second Defendant is any unknown person who has accessed, copied, photographed, scanned or otherwise obtained documents from Greenwich House without the consent of the Claimant.

Accessing the Claimant’s Confidential Information

15. Following the commencement of the First and/or Second Defendants’ occupation of Greenwich House, the Claimant’s security staff observed the Defendants’ activities by looking into Greenwich House through various windows in Greenwich House, some of which are recorded on the security staff’s body cameras (“bodycam”). The following among other incidents, were observed and captured on the security officers’ bodycam:

Particulars

- 15.1 At 21.37 on 22 November 2024, the Defendants were seen climbing on furniture to access the mezzanine floor in Greenwich House, which led to the Estates Division and Research Services;
- 15.2 On 23 November 2024, the Defendants were seen accessing Research Services. The Defendants were observed searching through the office drawers in Research Services;
- 15.3 On 24 November 2024, the Defendants were still in Research Services searching through drawers located under the desks, searching through cabinets

(some of which they had unlocked), removing documents from the cabinets and taking them away;

- 15.4 On 24 November 2024, at 00:05 the Defendants were seen moving documents from other parts of the building into the foyer;
- 15.5 On 26 November 2024, the Defendants were seen picking the lock to the Finance office;
- 15.6 On the 27 November 2024, the Defendants gained access to the Finance Office.
- 15.7 On the 27 November 2024, the Defendants gained access to the Custodian's Office by identifying the four digit code to the key safe which contained the key for the Custodian's Office. From the Custodian's Office the Defendant's accessed the computer in the Custodian's Office, which allowed them to change the status of all the mag locks in the building allowing them to access any part of Greenwich House.

16. It would be obvious to the Defendants that the information and documentation they were accessing whilst inside Greenwich House included the Claimant's Confidential Information for the following reasons:

- 16.1 A number of the documents would state in the document that the document was confidential, or would contain a confidentiality clause;
- 16.2 The nature of the documents would have made it clear that they were confidential in particular because the documents included:
 - (a) Personal data including but not limited to: names, dates of birth, addresses, bank details, bank statements, employment contracts, national insurance numbers, visa applications, salaries paid to staff;
 - (b) Documents containing research methods;
 - (c) Collaboration Agreements with industry partners including industry partners from the engineering, pharmaceutical, banking and technology sectors;
 - (d) Studentship Agreements with funding partners including funding partners from the engineering, pharmaceutical, banking and technology industries,

which included financial information relevant to the students named in the Studentship Agreement and funding provided by the relevant funding partner;

- (e) Documents containing financial information relating to both individuals and the funding arrangements;
- (f) Documents containing commercially sensitive information;
- (g) Details of the types of research being undertaken;
- (h) Confidential Funding Agreements; and
- (i) Documents containing advice and information provided by the Senior Legal Advisers that would be covered by legal professional privilege.

16.3 The documents were stored in secure areas of Greenwich House, where there was no public or student access;

16.4 Accordingly, it would have been obvious to anyone inspecting the documents referred to in paragraphs 16.1 and 16.2 above that the documents and information within them had the quality of confidential information.

17. On accessing or receiving the Confidential Information, it would have been obvious to the Defendants that the information was confidential, and a duty of confidentiality arose, requiring the Defendants to keep the Confidential Information confidential and not to copy, use, or remove any of the Confidential Information, and or release details of any of the Confidential Information to a third party.

18. On or before 06.00 on 6 December 2024, the First and/or Second Defendant left Greenwich House, although this was not confirmed to the Claimant until 7 December 2024, when the Claimant regained access to Greenwich House.

The Claimant's Findings on Re-entering Greenwich House

19. On 8 December 2024, the Claimant commenced its assessment of the documents that had been accessed by the Defendants, or which had potentially been accessed by the Defendants. The Claimant's assessment of what has been accessed is ongoing, but the Claimant has already been able to confirm that there is evidence that a significant

amount of its Confidential Information held within the ROO has been accessed, including but not limited to:

Particulars

- 19.1 At least one grant folder relating to agreements with Rolls Royce;
 - 19.2 Studentships relating to agreements with Rolls Royce;
 - 19.3 One grant file with the Defence Science and Technology Laboratory.
 - 19.4 At least one studentship agreement with Bentley Systems UK Limited;
 - 19.5 At least one contract with GCHQ;
 - 19.6 Confidential Contractual Agreements with GSK, Camb Display Tech, Knauf Insulation; and
 - 19.7 Personal data.
20. The documents referred to in paragraph 19 above contain the following Confidential Information:
- 20.1 The names of postgraduate students whose course is being funded (partly or wholly) by the funding partner;
 - 20.2 Statements of work, which reveal details of the research being undertaken;
 - 20.3 Information about the research being undertaken;
 - 20.4 In some cases, the files contain research methods and models;
 - 20.5 Pricing information in relation to private funding;
 - 20.6 Salaries of individuals or hourly rates; and
 - 20.7 Personal data including but not limited to names, dates of birth, addresses, bank details, bank statements, employment contracts, national insurance numbers, social security numbers and visa applications.
21. As pleaded in paragraph 17 above, it would have been obvious to the Defendants that the information was confidential, and accordingly, the Defendants are under a duty of confidentiality, requiring the Defendants to keep the Confidential Information

confidential and not to copy, use, or remove any of the Confidential Information, and or release details of any of the Confidential Information to a third party.

22. The Confidential Information which has been particularised in paragraph 19 and 20 above, is information which would have been of interest to the Defendants, if as the Claimant asserts in paragraph 12 and 13 above, some or all of the Defendants are associated with and/or supportive of the group known as Cambridge for Palestine. Accordingly, the Claimant reasonably apprehends that unless restrained by way of an injunction, the Defendants will use, publish, or communicate to others the Claimant's Confidential Information. Accordingly, the Claimant seeks an injunction to prohibit the same.

23. Further, the Claimant seeks the following additional relief:

23.1 A declaration that the information contained in Annexe B is the Claimant's Confidential Information;

23.2 Delivery up of any of the Claimant's Confidential Information in the Defendants possession, custody or control;

23.3 An order that the Defendant must delete any electronic copies of the Confidential Information in their possession, custody or control; and

23.4 An order that the Defendants provide a witness statement confirming:

(i) They have delivered up and/or deleted and/or destroyed the Confidential Information and explaining how they have done so; and

(ii) Details about whether they have passed any of the Confidential Information to a third party and identifying any said third party and their contact details.

24. AND the Claimant claims:

24.1 An injunction;

24.2 A declaration that the information is the Claimant's Confidential Information;


24.3 Delivery-up of the Confidential Information;

24.4 All and any other relief that the Court thinks fit;

24.5 Costs.

CAROLINE BOLTON

The Claimant believes that the facts stated in these Particulars of Claim are true. The Claimant understands that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth. I am duly authorised by the Claimant to sign this statement.

Signed.......... Date 14.2.2025

Name Samuel Maw

Position or Office Held: Partner, Mills & Reeve LLP, as authorised by the Claimant

IN THE HIGH COURT OF JUSTICE

CLAIM NO: BL-2024-001755

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

BUSINESS LIST (ChD)

BETWEEN:

**THE CHANCELLOR, MASTERS, AND SCHOLARS
OF THE UNIVERSITY OF CAMBRIDGE**

Claimant

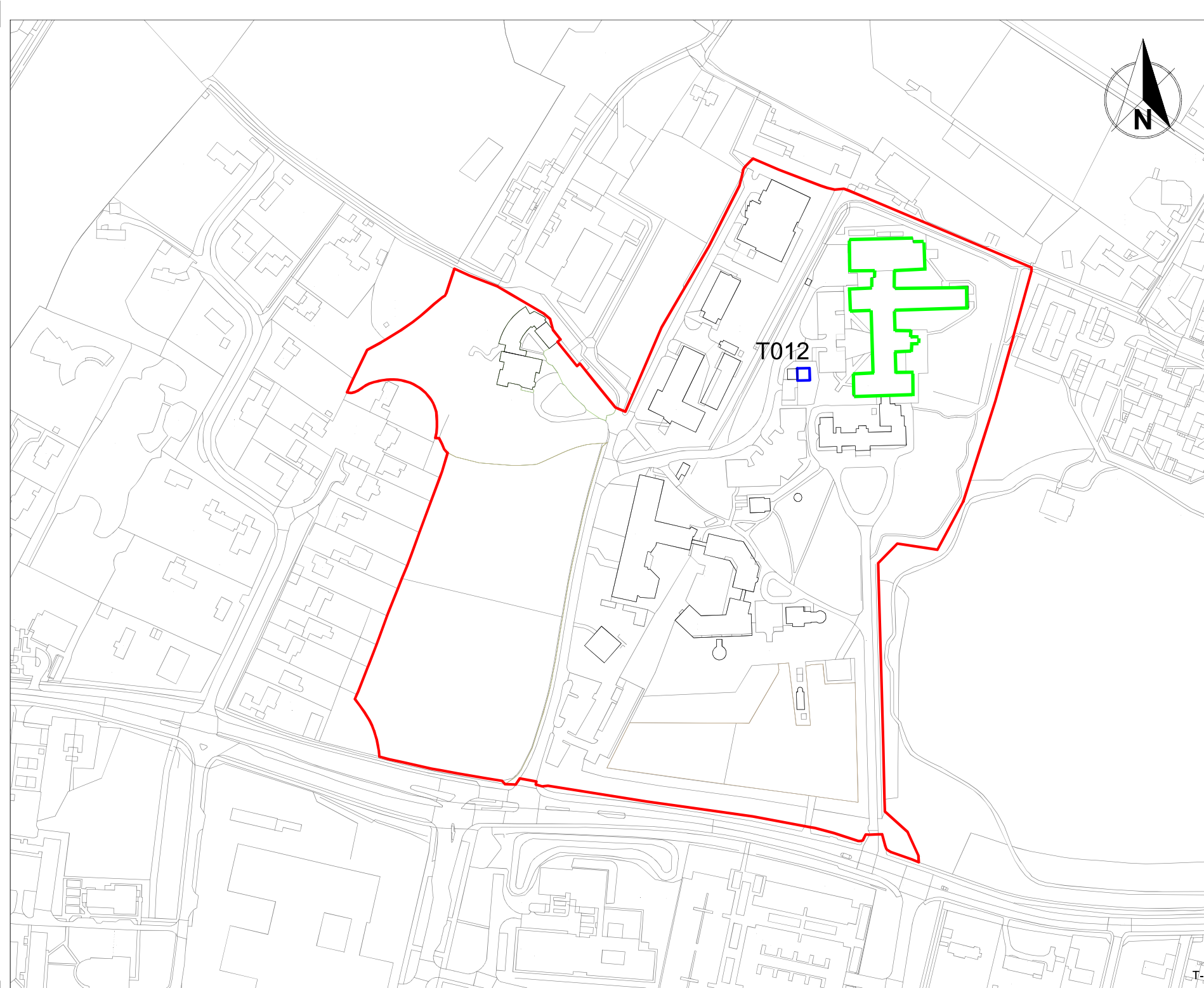
-and-

**(1) PERSONS UNKNOWN WHO ARE OCCUPYING
GREENWICH HOUSE AND HAVE ACCESSED AREAS WITHIN
GREENWICH HOUSE WHERE CONFIDENTIAL
INFORMATION IS HELD AND THREATENING OR INTENDING
TO RELEASE THE INFORMATION THEREBY OBTAINED**

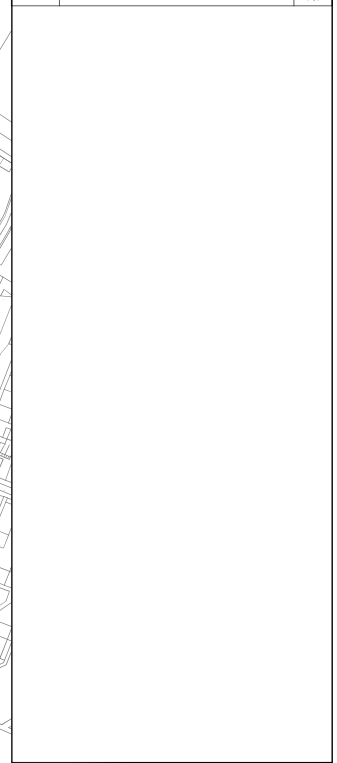
**(2) PERSONS UNKNOWN WHO HAVE ACCESSED,
COPIED, PHOTOGRAPHED, SCANNED OR OTHERWISE
OBTAINED DOCUMENTS FROM GREENWICH HOUSE
WITHOUT THE CONSENT OF THE CLAIMANT**

Defendant

ANNEXE A



Revision History		
Date	Description	Rev
17/08/2015		A
		P01




UNIVERSITY OF CAMBRIDGE
 Greenwich House, Cambridge CB3 0TX

Consultant Drawing Reference

Site Location
 T-Site
 XX-No Applicable Level
 T-Madingley Rise Site

Drawing Description
 Site Location Plan
 Site
 As Built

Document Status and Suitability Description

Revision	Revision Description	Scale @ A1
P03	UNDER CHANGE	1:1000

Project/Building Originator Volume Level Typo Risk Number
 T-Site-MiCAD-Madingley Rise-Site Plan

IN THE HIGH COURT OF JUSTICE

CLAIM NO: BL-2024-001755

BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES

BUSINESS LIST (ChD)

BETWEEN:

**THE CHANCELLOR, MASTERS, AND SCHOLARS
OF THE UNIVERSITY OF CAMBRIDGE**

Claimant

-and-

(1) PERSONS UNKNOWN WHO ARE OCCUPYING GREENWICH HOUSE AND HAVE ACCESSED AREAS WITHIN GREENWICH HOUSE WHERE CONFIDENTIAL INFORMATION IS HELD AND THREATENING OR INTENDING TO RELEASE THE INFORMATION THEREBY OBTAINED

(2) PERSONS UNKNOWN WHO HAVE ACCESSED, COPIED, PHOTOGRAPHED, SCANNED OR OTHERWISE OBTAINED DOCUMENTS FROM GREENWICH HOUSE WITHOUT THE CONSENT OF THE CLAIMANT

Defendant

ANNEXE B CONFIDENTIAL INFORMATION

1. Grant Agreements
2. Audits
3. Research Collaboration Agreements
4. Letters of Understanding
5. Research Undertaking Letters
6. Consortium Agreements
7. Memorandums of Understanding
8. Heads of Terms
9. Letters of Intent
10. Framework Agreements
11. Template / Precedent Agreements

12. Sub-award Agreements
13. Sub-contracts
14. Amendment Agreements
15. Material Transfer Agreements–Incoming
16. Material Transfer Agreements–Outgoing
17. Data Transfer Agreements–Incoming
18. Data Transfer Agreements–Outgoing
19. Confidential Disclosure Agreements/Non-Disclosure Agreements
20. Studentships / Student Placement Agreements
21. Visitor Agreements
22. Software Licences
23. Supply of Goods or Services Agreements
24. Consultancy Agreements
25. Equipment Loan Agreements
26. Donation Agreements
27. Secondment Agreements
28. Pricing schedules / information
29. Statements of Works
30. Research methods
31. Research outcomes
32. Research project documents
33. Licences / consents relating to project equipment / materials
34. Invoices / financial documents relating to research funding / research projects
35. Documents concerning the storage and/or location of radioactive materials
36. Personal data in or derived from any documents in the above categories
37. Correspondence (including printed emails) relating to any of the above categories of documents.
38. Documents covered by Legal Professional Privilege