Disability Positive

Confidentiality Agreement

***Revision History***

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| 1.1 | 17.10.19 | LT/JP | Annual review |
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# Introduction

**Disability Positive** *(hereinafter referred to as the* ***“Company”****)* is committed to ensuring that all personal information and confidential materials and matters are always kept secure and protected. Any information provided to, or used by the Company, is done so in accordance with our legal, regulatory or statutory obligations and where applicable, is only processed in accordance with the data protection law and/or the with the express permission of the organisation or individual that it relates to.

As an organisation who is required to retain and process confidential and personal information daily, this confidentiality agreement has been developed to inform our employees of their obligations under the data protection law and to define the handling, use and disclosure of personal information.

# Confidentiality Agreement

This Confidentiality Agreement *(hereinafter referred to as the “****Agreement****”)* is made on and effective from \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_ and is between the undersigned parties:

(i) **Disability Positive,** whose trading address is:

Sension House, Denton Drive, Northwich, Cheshire, CW97LU. (“*the Company*”)

**AND**

(ii) **[Employee Name],** whose address is: -

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(“*the Employee”)*

**TERMS OF AGREEMENT**

**1. Definitions**

1.1 Except to the extent expressly provided otherwise, in this Agreement:

1. ***"Agreement"*** means this agreement, and any amendments to this agreement from time to time
2. ***"Business Day"*** means any weekday other than a bank or public holiday
3. ***"Confidential Information"*** means:
	1. any non-public information that the Company specifically marks and designates as being confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential
	2. any personal information relating to an identified or identifiable natural person *(‘data subject’)*
	3. any special category personal information relating to an identified or identifiable natural person *(‘data subject’)*
	4. any confidential materials containing confidential or personal information, including (but not limited to) blueprints, systems, devices (*physical and mobile*), schematics, written or printed documents, removable devices, applications or cloud-based
	5. any commercially sensitive information relating to the Company’s operations.
4. ***"Effective Date"*** means the date of execution of this Agreement
5. ***"Permitted Use"*** means in the performance of a role or duty, in the role as an employee, volunteer or trustee for a specific purpose
6. ***"Term"*** means the term of this Agreement, commencing in accordance with the above effective date.

**2. Term**

2.1 This Agreement shall come into force upon the Effective Date, subject to termination in accordance with Clause 6.

**3. Employee's Confidentiality Obligations**

3.1 In respect of Company confidential information, the Employee must:

(a) keep such information confidential;

(b) not disclose such information to any person or entity without the Company's prior written permission;

(c) use the same degree of care to protect the information as the Employee would reasonably uses to protect their own personal information or information of a similar nature;

(d) not use any such information for any purpose other than the Permitted Use.

3.2 The Employee may disclose the Company confidential information to other staff *(officers, employees, professional advisers, insurers, agents and subcontractors),* who have an appropriate and legal requirement to process or access the information for the performance of their work with respect to the Permitted Use and who are also bound by a written agreement or professional obligation to protect the confidentiality of the Company confidential information.

3.3 Upon the termination of this Agreement, the Employee must immediately cease using all the Company confidential information and must dispose of it in accordance with data protection laws, principles and guidance.

**4. Warranties**

4.1 The Company warrants to the Employee that it has the legal right and authority to enter into this Agreement and to perform its obligations under the Agreement.

4.2 The Employee warrants to the Company that it has the legal right and authority to enter into this Agreement and to perform its obligations under the Agreement.

4.3 All the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into the Agreement or any related contract.

**5. Rights and Remedies**

5.1 The Employee shall notify the Company immediately upon discovery of any unauthorised use or disclosure of confidential information, or any other breach of this Agreement by the Employee or another individual or entity; and will cooperate with the Company in every reasonable way to help the Company regain possession of the confidential information and prevent further unauthorised use or disclosure.

5.2 The Employee shall return or destroy all originals, copies, reproductions and summaries of confidential information in their possession or control at the Company's request

**6. Termination**

6.1 Upon the termination of this Agreement, all the provisions of this Agreement shall cease to have effect.

6.2 The termination of this Agreement shall not affect the accrued rights of either party.

**7. General**

7.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

7.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

7.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

7.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

7.5 This Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

7.6 Nothing in this Agreement shall exclude or limit any liability of a party for fraud or fraudulent misrepresentation, or any other liability of a party that may not be excluded or limited under applicable law.

**Execution**

The parties have indicated their acceptance of this Agreement by executing it below.

**The Employee** on behalf of **Disability Positive**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_