DEFFORM 702
(Edn 08/07)

Annex J - Employee's Acknowledgement to Employer of Obligations Relating to Confidentiality

Employee:

Name of Employer:

MOD Contract: **OI/0078 - Field Electrical Power Supplies – Support (FEPS-S)**

Title:

1. I, the above named employee, confirm that I am fully aware that, as part of my duties with my Employer in performing the above Contract, I shall receive confidential information of a sensitive nature (which may include particularly commercially sensitive information), whether documentary, electronic, aural or in any other form, belonging to or controlled by the Secretary of State for Defence or third parties. I may also become aware, as a result of my work in connection with the Contract, of other information concerning the business of the Secretary of State for Defence or third parties, which is by its nature confidential.
2. I am aware that I should not use or copy for purposes other than assisting my Employer in carrying out the Contract, or disclose to any person not authorised to receive the same, any information mentioned in paragraph 1 unless my Employer (whether through me or by alternative means) has obtained the consent of the Secretary of State. I understand that “disclose”, in this context, includes informing other employees of my Employer who are not entitled to receive the information.
3. Unless otherwise instructed by my Employer, if I have in the course of my employment received documents, software or other materials from the Secretary of State or other third party for the purposes of my duties under the above Contract then I shall promptly return them to the Secretary of State or third party (as the case may be) at the completion of the Contract via a representative of my Employer who is an authorised point of contact under the Contract and (in the case of information referred to under paragraph 1 above) is also authorised under paragraph 2. Alternatively, at the option of the Secretary of State for Defence or the third party concerned, I shall arrange for their proper destruction and notify the above authorised point of contact under the Contract to supply a certificate of destruction to the Secretary of State.
4. Where my Employer may legitimately retain materials to which this paragraph applies after the end of the Contract, I shall notify the authorised representative of my Employer to ensure that

they are stored and access is controlled in accordance with my Employer's rules concerning third party confidential information.

5. I understand that any failure on my part to adhere to my obligations in respect of confidentiality may render me subject to disciplinary measures under the terms of my employment.

Signed:

Date: