Annex 1

**Non-Disclosure and Conflicts of Interest Agreement Template**

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**NON-DISCLOSURE AND CONFLICTS OF INTEREST AGREEMENT**

**BETWEEN**

**The Secretary of State for Work and Pensions**

AND

**[INSERT NAME]**

**THIS AGREEMENT** is made on [*insert date*] 2023

**BETWEEN:**

1. **THE SECRETARY OF STATE FOR WORK AND PENSIONS acting through the Department for Work and Pensions (DWP)** of Caxton House, Tothill Street, London SW1H 9NA (the **“Authority”**); and
2. **[INSERT NAME** (the **“Trainer”**)(being the individual appointed bythe **Vocational Rehabilitation Association**, a charity registered in England and Wales with charity number 1056380 and located at 8E Old Bakery, 5-9 St Andrews Street South, Bury St Edmunds IP33 3PH (the “**VRA**”) to provide training under a contract entered into by the Authority and VRA and to which this Agreement relates],

each a “**Party**” and together the “**Parties**”.

**BACKGROUND:**

1. The Authority and the VRA entered into a contract on or around the date of this Agreement (“Training Contract”) under which VRA will provide training services to the Authority in relation to the Employment and Health Discussion programme (the “EHD Training”).
2. The VRA has appointed the Trainer to deliver the EHD Training. In order to prepare for the delivery of the EHD Training, the Trainer wishes to visit the current Employment and Health Discussion test site located at the Leads Health Model Office (the “Site”) and the Authority has agreed in the Training Contract that such a visit may take place.
3. The Trainer will be in receipt of or have access to Confidential Information at the Site from the Authority for the purpose of preparation of the EHD Training (“Permitted Purpose”)

**IT IS AGREED**

1. Definitions and interpretation
   1. The following definitions apply in this Agreement.
2. “**Authority’s Group**" means the Authority and any Government Body with which the Authority interacts in connection with the Permitted Purpose;
3. “**Confidential Information**” means, irrespective of whether it is marked as being confidential or not:
4. (a) Information, including all personal data (within the meaning of the Data Protection Legislation) provided by the Authority in connection with the Permitted Purpose (whether before or after the date of this Agreement) that relates to:
   * 1. the Authority;
     2. the Authority’s Group;
     3. the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Authority or the Authority’s Group;
   1. other Information: (i) provided by the Authority or the Authority’s Group to the Trainer in connection with the Permitted Purpose (whether before or after the date of this Agreement) or (ii) that ought reasonably to be considered to be confidential which comes (or has come) to the Trainer’s attention or into the Trainer’s possession in connection with the Permitted Purpose;
   2. discussions, negotiations, and correspondence between the Authority or the Authority’s Group and/or any of its directors, officers, employees, consultants or professional advisers and the Trainer in connection with the Permitted Purpose and all matters arising therefrom;
   3. Information or analysis derived from any of the above;
   4. the existence and content of this Agreement,

but not including any Information that:

* + 1. was in the possession of the Trainer without obligations of confidentiality prior to its disclosure by the Authority or the Authority’s Group;
    2. the Trainer obtained on a non-confidential basis from a third party who is not, to the Trainer’s knowledge or reasonable belief, bound by a confidentiality agreement with the Authority or any member of the Authority’s Group or otherwise prohibited from disclosing the information to the Trainer;
    3. was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or
    4. the Trainer evidences to the reasonable satisfaction of the Authority was independently developed without access to the Confidential Information;

“**DPA**” means the Data Protection Act 2018;

“**Data Protection Legislation**” means (i) the UK GDPR, and any applicable national implementing Laws as amended from time to time; (ii) the DPA to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

“**Effective Date**” means the date of this Agreement;

“**EIR**” means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

“**FOIA**” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

“**Government Body**” means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

(a) Government Department;

(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);

(c) Non-Ministerial Department; or

(d) Executive Agency;

“**Information”** means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);

“**Law**” means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements of any Regulatory Body with which the Trainer is bound to comply;

“**UK GDPR**” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA;

* 1. In this Agreement:
     1. a reference to any gender includes a reference to other genders;
     2. the singular includes the plural and vice versa;
     3. the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;
     4. references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;
     5. headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
     6. references to Clauses are to clauses of this Agreement.

1. Confidentiality obligations
   1. In consideration of the Authority providing Confidential Information to the Trainer or allowing the Trainer access to Confidential Information, the Trainer shall:
      1. treat all Confidential Information as secret and confidential;
      2. comply with the Authority’s security requirements, including and not limited to IT security and data protection requirements;
      3. not disclose or permit the disclosure of any of the Confidential Information to any other person who is not authorised to receive it;
      4. not use or exploit any of the Confidential Information for any purpose whatsoever other than the Permitted Purpose;
      5. on demand return to the Authority all documents and other property of the Authority which came into the Trainer’s possession in connection with the Permitted Purpose;
      6. immediately notify the Authority in writing if they suspect or become aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
      7. not use, reproduce, transform or store the Confidential Information in an externally accessible computer or electronic information retrieval system.
   2. Clause 2.1 shall not apply to the extent that such disclosure is a requirement of Law placed upon the Trainer, including any requirements for disclosure under the FOIA or the EIR. Before the Trainer discloses any Confidential Information pursuant to this Clause, the Trainer shall, to the extent permitted by Law, use all reasonable endeavours to give the Authority as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and the Trainer has given the Authority such notice, the Trainer shall take into account the reasonable requests of the Authority in relation to the content of this disclosure.
   3. If the Trainer is unable to inform the Authority before Confidential Information is disclosed pursuant to Clause 2.2, the Trainer shall, to the extent permitted by Law, inform the Authority (and member of the Authority’s Group as relevant) of the full circumstances of the disclosure and the Information that has been disclosed as soon as reasonably practicable after such disclosure has been made.
2. Term
   1. This Agreement shall commence on the Effective Date and the obligations of the Parties shall remain in effect for a period of [five (5) years] from the Effective Date.
3. Data Protection
   1. The Trainer consents to the Authority sharing their relevant personal data (as defined by the Data Protection Legislation) for the purposes of the visit to the Site and to the Authority processing data relating to the Trainer for legal, personnel, administrative and management purposes.
4. General
   1. Except as expressly stated in this Agreement, the Authority does not make any express or implied warranty or representation concerning its Confidential Information, including the accuracy or completeness of the Confidential Information.
   2. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
   3. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales and each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

**IN WITNESS** of the above this Agreement has been signed by the Parties or the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of **THE SECRETARY OF STATE FOR WORK AND PENSIONS**

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| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Name: [INSERT NAME] | Position: [INSERT POSITION] |

**[INSERT NAME OF TRAINER]**

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| --- | --- |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Name: [INSERT NAME] |  |