

# Volunteer Confidentiality Agreement



## WHEREAS:

Dementia Adventure Trust (DA) has agreed to provide the other party with information which they consider to be confidential in nature (the "Confidential Information") to enable the other party (the "Recipient") to provide services as a volunteer to DA (the "Purpose"). The term "Confidential Information" includes all confidential information DA discloses to the Recipient, directly or indirectly, and includes in relation to DA's clients, suppliers, activities, assets, operations, processes, know how, research findings, opportunities, plans, intentions and any other information identified as being of a confidential nature.

## IT IS AGREED AS FOLLOWS:

1. In return for DA disclosing to the Recipient Confidential Information for the Purpose the Recipient hereby undertakes that it shall:

- i. Keep information shared in confidence;
- ii. Not communicate, disclose or make available all or any part of the Confidential Information to any third party;
- iii. Not directly or indirectly use, or permit others to use, the Confidential Information other than for the Purpose;
- iv. Not make any announcement or disclosure in connection with the Confidential Information or the Purpose without the prior written consent of DA.

2. The obligations of confidentiality and non-use will not apply with respect to any of the following:

- i. Information which is generally available to the public at the date of this agreement;
- ii. Information already known to the party at the time of disclosure;
- iii. Information which is subsequently disclosed by a third party to the Recipient where the third party is not under any obligations of confidentiality;
- iv. Information which is or becomes generally available to the public in printed publications in general circulation in the United Kingdom through no act or default on the part of the Recipient.

3. Without prejudice to the generality of clause 2 information shall not be deemed to be generally available to the public by reason only that it is known to only a few of those people to whom it may be of commercial interest.

4. To the extent that the Recipient needs to use or access DA's Confidential Information in its role as a volunteer, it shall ensure that all reasonable and appropriate measures are taken to secure the confidentiality of DA's Confidential Information including but not limited to:

- i. Storing all Confidential Information and all information generated based on the Confidential Information within DA's premises and secure storage systems only. Confidential Information may only be stored in an alternative location on a temporary basis with the prior written consent of DA;
- ii. Not using, reproducing, transforming or storing any of the Confidential Information in an externally accessible computer, electronic storage device or electronic information retrieval system, not transmitting it in any form or by any means whatsoever outside DA's usual place of business or secure storage systems and not copying all or any part of the Confidential Information without the prior written consent of DA and then only to the extent that the same is required for the Purpose.

5. The Recipient may disclose Confidential Information to the minimum extent required by any court, regulatory or governmental authority or as otherwise required by law. Before disclosing any Confidential Information in accordance with this clause, the Recipient will, to the extent legally permitted, give as much advance notice of the disclosure to DA as possible.
6. If so requested by DA at any time, the Recipient will return to DA, destroy or permanently delete any documents or materials in its possession which contain or incorporate any Confidential Information.
7. Any failure by DA to enforce at any time any one or more of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.
8. The Recipient agrees that damages might not be a sufficient remedy for any breach of the terms of this agreement. Accordingly, DA shall be entitled to the remedies of injunction or other equitable relief for any threatened or actual breach of this agreement by the Recipient.
9. All rights in the Confidential Information are reserved by DA and no rights or obligations other than those expressly set out in this agreement are granted or to be implied from this agreement.
10. You acknowledge that, if you cease to be a volunteer for DA, your obligations under this agreement shall continue in full force and effect.
11. The rights, duties and obligations of the parties and the validity, interpretation, performance and legal effect of this agreement shall be governed and determined by the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

AGREED by the parties:

SIGNED by \_\_\_\_\_

Name (print) \_\_\_\_\_

Position \_\_\_\_\_

Date (Day / Month / Year) \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Authorised signatory for and on behalf of Dementia Adventure \_\_\_\_\_

Name (print) \_\_\_\_\_

Position \_\_\_\_\_

Date (Day / Month / Year) \_\_\_\_ / \_\_\_\_ / \_\_\_\_