



Confidentiality Agreement Between The National Farmers' Union and NFU Officeholders

This agreement is dated the [] day of [] 2024 and is made between the parties;

- (a) The National Farmers' Union of Agriculture House, Stoneleigh Park, Stoneleigh, Warwickshire, CV8 2TZ an Employers Association registered with Certification Number 245 E (the "NFU"), and
- (b) The Third Party listed at Appendix A "you"

As an NFU Officeholder, you will be given Confidential Information in order to fulfil your role (the **Purpose**)

- 1 We refer to the Purpose. We may disclose Confidential Information to you for it to be used strictly for the Purpose in accordance with the terms set out in this Confidentiality Agreement (the **Agreement**).
- 1 **Confidential Information** means all information of a confidential nature (in whatever form) which relates to the Purpose and is disclosed by the NFU either directly or indirectly to you including:
 - 1.1.1 Information relating to NFU members, their personal data including their name, address, email address, telephone numbers and other commercially sensitive information relating their business
 - 1.1.2 any know-how, trade secrets, financial, commercial, technical, tactical or strategic information of any kind;
 - 1.1.3 all information produced, developed or derived from information disclosed pursuant to this Agreement;
 - 1.1.4 all information agreed to be, or marked as, confidential;
 - 1.1.5 any information you know, or could reasonably be expected to know, is confidential; and
 - 1.1.6 the terms and existence of this Agreement.
- 1.2 Confidential Information does not include any information which:
 - 1.2.1 is, or was already known or available to you, otherwise than pursuant to or through breach of any confidentiality obligation owed to the NFU;



- 1.2.2 is, or becomes, in the public domain other than through any breach of the terms set out in this Agreement (save that any publicly available information shall be classified as Confidential Information where it is compiled in a form that is not in the public domain);
 - 1.2.3 is disclosed to you without any obligation of confidence to the NFU by a third party who is not itself under or in breach of any obligation of confidentiality;
 - 1.2.4 is developed by or on behalf of you in circumstances where the developing party has not had direct or indirect access to the information disclosed, subject to you providing satisfactory evidence of the same to the NFU;
 - 1.2.5 we agree in writing does not constitute Confidential Information.
- 2 In consideration of the NFU disclosing Confidential Information to you, you undertake that you will:
 - 2.1 keep the Confidential Information confidential at all times;
 - 2.2 not disclose (whether directly or indirectly) the Confidential Information or allow it to be disclosed in whole or in part to any third party without our prior written consent;
 - 2.3 take and maintain proper and all reasonable measures to ensure the confidentiality of the Confidential Information;
 - 2.4 not use, seek to derive benefit or commercial advantage from the Confidential Information in whole or in part other than strictly for the Purpose;
 - 2.5 not copy or reproduce in any form the Confidential Information except to the extent strictly necessary for the Purpose (provided that you acknowledge that any such copies or reproductions are our property).
- 3 The NFU is committed to ensuring its compliance with the requirements of the General Data Protection Regulations (EU)2016/679, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all other applicable law in respect of data protection and data privacy (the Data Protection Legislation). NFU recognises the importance of personal data to our business and the importance of respecting the privacy rights of individuals.
- 4 This agreement sets out the responsibilities of those who are granted access to personal data and confidential information held, owned or processed by the NFU. The agreement will terminate on the date your office held with the NFU ceases but the confidentiality requirements and obligations under this agreement shall continue for a period of ten years thereafter.
- 5 Any unauthorised disclosure or failure to securely dispose of personal data or confidential information covered by this agreement will amount to a breach of this agreement. A party

in breach of this agreement will be liable to compensate the NFU for any loss or damage suffered as a direct or indirect result of the unauthorised disclosure and you accept the NFU may be entitled to the remedy of specific performance and injunction.

- 6 In the event that you become legally compelled to disclose any of the Confidential Information pursuant to Paragraph 1 to the extent permitted by law you will give the NFU prompt written notice of the fact so that we may take such steps to prevent such disclosure as we deem appropriate and you shall co-operate with the NFU in such manner as we may reasonably require for this Purpose.
- 7 You acknowledge that ownership of the Confidential Information including, without limitation, all intellectual property rights and moral rights in it and any copies thereof remains vested in and shall vest in the NFU and that no licence, right or interest of whatever nature is granted other than to the extent expressly set out in this Agreement.
- 8 A copy of this agreement will be kept by the NFU for a minimum period of ten years; a copy is available for you upon request.

In signing this document, you are accepting your responsibilities in complying with the Data Protection Legislation. The contents of any information viewed or obtained while dealing with NFU shall be treated as personal data and/or confidential information and therefore, must be kept secure and must not be divulged to any unauthorised person without the prior written consent of NFU. You acknowledge that all such personal data and/or confidential information is owned by, and is vested in, the NFU. You will if required return to the NFU, or destroy, all or any materials together with copies containing any such personal data and or /confidential information.

You confirm that by signing this document you have understood and accepted the above terms and conditions and acknowledge that you have received read and understood the requirements of the NFU Data Protection Policy, NFU Data Protection Guidance for Officeholders and the NFU Privacy Policy.

SIGNED BY

.....
(PLEASE PRINT FULL NAME AND ADD YOUR SIGNATURE)

SIGNED FOR AND ON BEHALF OF THE NFU by

.....
[Regional Director / Board Secretary / Chief Adviser]

Appendix A

Name of Third Party ("you"):

Office Held:

Usual Business Address of Officeholder:

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Region: