## ACAS Confidentiality Clause

## Confidentiality

1. For the purposes of this Agreement:
	1. **Associated Employer** has the meaning given by the Employment Rights Act 1996;
	2. **Confidential Information** means any information disclosed by or on behalf of the Employer (or any Group Business) to the Employee during their employment that at the time of disclosure (whether in writing, electronic or digital form, verbally or by inspection of documents, computer systems or sites or pursuant to discussions or by any other means or other forms and whether directly or indirectly) is confidential in nature or may reasonably be considered to be commercially sensitive, and which relates to the business and affairs of the Employer (or any Group Business) including but not limited to: (a) all Employment IPRs (b) all Employment Inventions and (c) all analyses, compilations, studies and other documents prepared by the Employee which contain or otherwise reflect or are generated from the information referred to above.
	3. **Employment IPRs** means Intellectual Property Rights you create in the course of your employment with us (whether or not during working hours or using our premises or resources) that:
		1. relate to any part of (or demonstrably anticipated business of) the Employer or any Group Business; or
		2. are reasonably capable of being used by the Employer or in any part of a Group Business.
	4. **Employment Inventions** means any Invention which is made wholly or partially by you at any time during the course of your:
		1. normal duties; or
		2. duties specifically assigned to you, if those duties are such, that an Invention might reasonably be an expected result (whether or not during working hours or using our premises or resources, and whether or not recorded in material form).
	5. **Group Business** means any business owned or operated by us or an Associated Employer or all of those businesses together, as the context allows;
	6. **Intellectual Property Rights** means without limitation all existing or future intellectual and industrial property rights, anywhere in the world including any Invention, patent, utility model right, copyright and related right, trade mark, trade name, internet domain name, design right, design, service marks, trade secret, database right, topography right, right in get-up, right in goodwill or to sue for passing off and any other right of a similar nature, whether registered (or capable of registration) and the right to apply for any of these; and
	7. **Inventions** mean without limitation, inventions, ideas and improvements, whether or not patentable and whether or not recorded in any medium.
2. During your employment, you may have access to Confidential Information concerning us, and our business. During and after your employment, you must not use or disclose or allow anyone else to use or disclose any of our Confidential Information, except:
	1. as necessary to perform your duties for us, properly; or
	2. with our consent; or
	3. as required by law or ordered by a court that has jurisdiction; or
	4. to make a protected disclosure within the meaning of Section 43A of the Employment Rights Act 1996.
3. As soon as your employment ends, however that happens, or earlier if we request it, you must:
	1. return to us, all property that you have or control that belongs to us or relates to our business including but not limited to all documents and any car, keys, swipe cards, laptops and mobile phones; and
	2. delete any such property and Confidential Information from any electronic device which belong to you.
4. You agree that if you do not comply with this clause, damages would not be an adequate remedy and we can apply for an injunction to prevent any (further) breach, without prejudice to any other remedy that we might pursue, including but not limited to claiming damages.