Notes for use:

Modify and update this template Clinic Confidentiality Agreement before use.

Steps:

1. Update, change or delete text in [Square brackets and red text]
2. Delete this cover page
3. Save the document

**[ON CLINICS’ HEADED PAPER]**

**CLINIC CONFIDENTIALITY AGREEMENT**

[NAME OF INDIVIDUAL] (“volunteer/adviser”)

**Where:**

*The Adviser has agreed to receive information, which is considered to be confidential in nature (the "Confidential Information") to enable the Adviser to provide advice (the "Purpose") relating to the Confidential Information.*

In consideration of the Adviser being provided the Confidential Information for the Purpose the Adviser hereby undertakes that he or she shall:

1. keep [NAME OF CLINIC]’s (the “Clinic”) and Clinic clients’ Confidential Information (together the “Confidential Information”) secret and confidential; and;
2. not use the Confidential Information in any way, except for or in connection with, the Clinic’s Purpose of providing pro bono legal advice and assistance to the public, and in accordance with the other terms of this Confidentiality Agreement.

Further, Adviser agrees:

1. not make any announcement or disclosure in connection with the Confidential Information or the Purpose without the prior consent of the client.
2. not communicate, disclose or make available all or any part of the Confidential Information to any third party excluding the staff of the service;

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

1. information which is generally available to the public at the date of this agreement;
2. information already known to the party at the time of disclosure;
3. information which is subsequently disclosed by third parties having no obligations of confidentiality;
4. 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 parties or their agents, persons or professional advisers.

The Adviser shall ensure that all measures necessary are taken to secure the confidentiality of the client’s Confidential Information including but not limited to:

1. keeping separate all Confidential Information and all information generated from all other documents and records held by the Adviser on other matters;
2. keeping all documents and any other materials, bearing or incorporating any of the Confidential Information, at the service unless all personal information of the client has been removed from the documentation;
3. Except where Clinic agrees in writing otherwise, and only in accordance with the terms of any such written agreement, not using, reproducing, transforming or storing any of the Confidential Information in an externally accessible computer or electronic information retrieval system other than on those provided at the service unless all personal details of the client are removed.
4. not transmitting it in any form or by any means whatsoever outside of the service and not copying all or any part of the Confidential Information, without the prior written consent of the client and then only to the extent that it is required for the Purpose;
5. allowing access to the Confidential Information only to those persons and/or to the professional advisers who have reasonable need to see or use it for the Purpose and informing each of the said persons and professional advisers of the confidential nature of the Confidential Information and of the obligations in respect of the Confidential Information and ensuring such persons and professional advisers comply with the confidentiality and non-disclosure obligations contained in this agreement;
6. obtaining from persons having access to the Confidential Information their undertakings to maintain the same as confidential and taking such steps as may be reasonably desirable to enforce such obligations.

The failure of the Adviser 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.

All rights in the Confidential Information are reserved by the client to which it belongs and no rights or obligations other than those expressly set out in this agreement are granted or to be implied from this agreement.

If requested by the Clinic at any time, Adviser shall immediately destroy or return to the Clinic all documents and other records of the Confidential Information that are in Advisers possession. If the Confidential Information is stored in electronic form, Adviser shall erase all such Confidential Information from Adviser’s computer and communications systems and devices used by Adviser (to the extent technically practicable).

Clinic may request Adviser to certify in writing that it has complied with its obligations set out in this confidentiality agreement.

***Please sign and return a copy of this letter agreement.***

Yours faithfully

[I have read LawWorks’ guidance on how to maintain client confidentiality]

I hereby agree to the terms of this Confidentiality Agreement

Signature of Adviser Name of Adviser

(Print name)

Date signed

Signature of Clinic Coordinator Name of Clinic Coordinator

(Print name)

Date signed