[EMPLOYER’S HEADED PAPER ETC.]

**Strictly Private and Confidential**

[Addressed to Employee]

[DATE]

Dear [Employee]

**Non-Disclosure Agreement – Confidential Mediation Session** (the Agreement)

You have been asked, and you have agreed, to attend to a workplace mediation session (the **Mediation**). The date and venue for the Mediation will be arranged shortly.

During the session, you may become privy to confidential information concerning the Company and employees of the Company. Some of that information may be particularly sensitive. In return for the undertakings given to you by the Company at clause 6 below, you agree to keep this information, and anything that happens in the Mediation, confidential, all in accordance with this agreement.

1. Definitions in this Agreement

Company (including the terms ‘our’ and ‘us’ etc) means [Employer’s details] and, where the context so permits, incudes any parent or subsidiary of the Company

Confidential Information means:

* 1. Information, which may include personal data and special categories of data within the meaning of the General Data Protection Regulation and the Data Protection Act 2018, which is imparted to you during the Mediation or which is imparted to you before or after, but connected with, the Mediation, that would not otherwise be known to you other than by way of your involvement with the Mediation. This may include, but is not necessarily limited to:
* Details of disputes or workplace conflicts;
* Medical histories and details;
* Details of any offers of settlement;
* Details of legal proceedings or claims;
* Outcomes from the Mediation, including agreements entered into;
* Concessions and admissions;
* Details of any disciplinary or grievance procedures.
	1. any documentation, or copies of any documentation, concerning any of the foregoing.

You means [Employee name]

1. Obligations of confidentiality and non-use
	1. You warrant and undertake:
		* 1. to keep the Confidential Information confidential and secret at all times;
			2. not to disclose the Confidential Information or allow it to be disclosed in whole or in part to any third party without our prior written consent;
			3. not to use the Confidential Information in whole or in part for any purpose except for the Mediation; and
			4. to take proper and all reasonable measures to ensure the confidentiality of the Confidential Information.
	2. During the Mediation, and in respect of any matter connected with the Mediation, you remain bound by the terms and conditions of your contract of employment (which also contain important provisions relating to confidentiality) and our policies on data protection. You should re-read these documents before attending the Mediation. This Agreement is supplemental to those provisions.
2. Exceptions

The obligations of confidentiality set out in this Agreement shall not apply to any information that you can show by written records:

* 1. was known to you before the date upon which you were asked to attend the Mediation; or
	2. is in or subsequently comes into the public domain (through no fault on your part); or
	3. which you are compelled to disclose by law or court order.
1. Return of information

If you have been given any documentation or other written or graphical material containing Confidential Information in connection with the Mediation, you must immediately return this to us, and any copies (or, at our option, destroy any copies) at our written request.

1. Duration of obligations

The obligations placed on you by this Agreement shall continue in force for a period of 15 years from the date of this Agreement.

1. Our Obligations

In return for the commitments you have made in respect of confidentiality, we agree:

* 1. That you may attend the Mediation;
	2. That you will not be subjected to any detriment by action of the Company arising from anything you do or say during the Mediation in good faith.
1. No implied rights

This Agreement shall not be construed:

* 1. to grant you any licence or rights other than as expressly set out in this Agreement in respect of the Confidential Information; nor
	2. to require us to disclose any Confidential Information to you.

No warranty or representation, express or implied, is given as to the accuracy, efficacy, completeness, capabilities or safety of any materials or information provided under this Agreement.

1. Law and jurisdiction

This Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English courts.

1. Third parties

This Agreement does not create any right enforceable by any person who is not a party to it (Third Party) under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a Third Party that exists or is available apart from that Act.

We shall be obliged if you will confirm your acceptance of these terms and conditions by signing and returning the attached copy of this letter.

Yours Sincerely

[Name]

For and on behalf of

Acknowledged and agreed by the said Employee

Signed:

Print name:

Date: