



Director's Confidentiality Agreement

Leicestershire & Rutland County Football Association Ltd

As a member of the Board, you may be provided with access to confidential or sensitive information. Board members are therefore required to agree to the content of the associations Confidentiality Agreement.

The following Agreement is completed as part of the Directors key information form. Please keep the below for your reference.

THIS AGREEMENT is made BETWEEN

(1) **Leicestershire & Rutland County Football Association Limited** a company limited by guarantee registered in England with number 3733868 whose registered address Holmes Park, Dog and Gun Lane, Whetstone, Leicestershire, LE8 6FA ("**LRCFA**"); and

(2) **Board Members Name** (the "**Individual**")

(3) Of (**address of Board Member**)

each a "**Party**" and together referred to as the "**Parties**".

Recital:

The Individual has been elected and appointed to, and agreed to act as, a member of the Board of the LRCFA in accordance with the Articles of Association.

As a member of the Board, the Individual will be provided with access to confidential Information.

The Individual acknowledges that the confidential Information has considerable value and is of significant importance to LRCFA.

It is hereby agreed as follows:

1. The following expressions shall, unless the context otherwise requires, have the following meanings:

"Confidential Information" means:

- a) all financial, business and other information relating to the LRCFA or any sister Company.
 - b) all representations, statements, orders, decisions, resolutions, findings, documents, and transcripts made or created in relation to the activities of the Board (whether written, oral or in electronic form or other media) that the Individual has received or had access to during the course of, or otherwise in connection with, being a member of the Board (whether before or after the date of this Agreement);
2. In respect of any Confidential Information disclosed, furnished or made accessible to the Individual, the Individual undertakes to LRCFA:
- 2.1 to keep confidential all Confidential Information subject to the terms of this Agreement;
 - 2.2 not, without the prior written consent of the LRCFA, to disclose Confidential Information in whole or in part except as contemplated by this Agreement.

- 2.3 to use the Confidential Information solely in connection with their duties for the Board and not for their own benefit or the benefit of any third party;
- 2.4 not to take any copies or make any summaries or transcripts of the whole or any part of the Confidential Information save as is strictly necessary to fulfil his/her role as a member of the Board and all such copies, summaries and transcripts shall be deemed to be Confidential Information;
- 2.5 upon written request from the LRCFA, promptly to return to LRCFA (or destroy if so directed) all Confidential Information, whether in printed matter form, on disk or otherwise, which is in his/her possession, custody or control and provide the LRCFA with a signed certificate confirming that the provisions of this clause 2.5 have been fully complied with.
3. The Individual shall, if requested by LRCFA, do all acts and execute all documents as may be reasonably necessary to prevent any loss, misuse or unauthorised disclosure of the Confidential Information or any part.
4. The provisions of clauses 2 and 3 shall not apply to any information which:
 - 4.1 is or becomes public knowledge other than by breach of this Agreement;
 - 4.2 is in the possession of the Individual other than pursuant to the Individual's position as a member of the Council;
 - 4.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - 4.4 is approved for public release by the LRCFA.
5. The provisions of clauses 2 and 3 shall not apply so as to prevent disclosure of Confidential Information by the Individual where and to the extent that such disclosure is required to be made.
 - 5.1 by any court or governmental or administrative authority competent to require the same; or
 - 5.2 by any applicable law, legislation or regulation.
6. Without prejudice to any other provisions of this Agreement, the Individual agrees to keep confidential the existence of this Agreement.
7. All Confidential Information emanating (and any copies of all or any part of it) shall be deemed to be and shall remain the property of LRCFA.
8. Without prejudice to any other rights or remedies that LRCFA may have, the Individual acknowledges and agrees that if the Confidential Information is used or disclosed or threatened to be used or disclosed other than in accordance with the terms of this Agreement, LRCFA shall, without proof of special damage, be entitled to an injunction or other equitable relief for any threatened or actual breach of the provisions of this Agreement, in addition to any damages or other remedy to which it may be entitled.
9. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement.
10. This Agreement shall be capable of being varied only by a written instrument signed by the Individual and a duly authorised representative of LRCFA.
11. This Agreement shall be governed by and construed in accordance with the law of England. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England.
12. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original and all the counterparts together shall constitute one and the same instrument.