Non-disclosure agreement

26 August 2026

Public

Copyright © 2026 University of Essex. Created by UK Data Archive.

Version: 18.00

CC BY-NC-SA

Table of contents

1. Scope 3
2. Definition of terms 3
3. Roles and responsibilities 4
4. Introduction 4
5. UK Data Archive Non-Disclosure Agreement 5
6. The Agreement 5
6.1 Conditions 5
6.1.1 Agreement to the Non-Disclosure Agreement 7

1. Scope

This document constitutes the Agreement which is made between the University of Essex and every employee of the University of Essex who works at the UK Data Archive (the Archive), and other individuals who are given access to the Archive or its systems, regarding non-disclosure of any classified information held by the Archive.

2. Definition of terms

These definitions refer to the use of the forms in this document.

Archive Administrative Records: Shall mean any Personal Data relating to registered users of the Archive's services or to staff of the Archive.

Archive Information Assets: Shall mean all Data, Personal Data, Personal Information and information relating to the business and or activities of an individual whether written, oral, visual or stored by any computer-based or electronic method, at any time supplied to the Receiving Party or to any of its advisors. For the purposes of this agreement Technical Development shall also be understood to be Archive Information Assets.

Authorised Individual: Shall mean someone approved by Archive management to have access to Archive systems. This will normally be a member of staff at a partner organisation who is involved in joint working with the Archive, such as employees working within the UK Data Service. An authorised individual must obtain University of Essex campus credentials and register with the UK Data Service before being granted access to Archive systems.

Classified Information: Shall mean any information falling within the Archive's information classification system in the categories of Protect, Restrict or Confidential and includes Personal Data and Personal Information.

DEA Accredited Researcher: Shall mean a researcher to whom the UK Statistics Authority, under the Statistics and Registration Services Act 2007, has granted access to Personal Information held by it for the purposes of statistical research.

ESRC Accredited Researcher: Shall mean a researcher to whom the UK Data Service and the data owner(s) have granted access for the purposes of statistical research to Personal Information not held by the UK Statistics Authority and which have been licensed to the UK Data Archive/University of Essex for dissemination.

Personal Data: Shall mean, in accordance with the UK General Data Protection Regulation (UK GDPR) Article 4(1) and the Data Protection Act (DPA) 2018 s3(2), data that relate to an identified or identifiable natural person, be it directly or indirectly, taking into account other information derived from published sources.

Personal Information: Shall mean information which relates to and identifies a particular person (including a body corporate) taking into account other information derived from

published sources (as defined in s39(2) of the Statistics and Registration Service Act 2007).

Technical Development: Shall mean any technical architecture, systems, program code, documentation, etc., which relates to the development of Archive services.

3. Roles and responsibilities

Business, Strategy and Operations (BSO) will ensure that every new member of Archive staff reads this document and signs the appended Agreement Form as part of the induction process.

Other individuals will be required to complete the form before being given access to Archive systems.

Managers will check that individuals have signed this agreement and are registered with the UK Data Service before being given access to Archive systems.

All signed forms are retained by the Archive as required by its Records Retention Schedule.

Every member of Archive staff will be required to record annually that they have accepted the current version of the Agreement at their annual appraisal. There will be an annual reminder of the obligations under this agreement to other UK Data Service staff. Contractors will be required to sign the latest version of this agreement where it has been updated since their last access. This agreement may be updated at any time and new versions are circulated to individuals who have signed the document, and still have access to Archive systems, at least one week before coming into force.

UK Data Service Directors are responsible for ensuring that any staff external to the Archive sign this agreement and are made aware of Archive information security policies.

It should be noted that the Archive employs University of Essex Interns from time-to-time and that they must sign an additional Confidentiality Agreement (Essex Interns Form C). It is the responsibility of the administrators of the Essex Interns scheme at the University of Essex to ensure that this Confidentiality Agreement is signed by the intern. Signed copies are retained by the Archive.

4. Introduction

The Archive is responsible for ensuring that information assets within its care are only accessible to employees of the Archive, individuals who have registered with the Archive (either via any service or any other approved method) and have completed any necessary licences and access requirements, and authorised individuals. In particular, the Archive is responsible for ensuring the necessary level of protection for data which have been identified by their creators or by the Archive as being in some way disclosive, including containing **Personal Data**, **or Personal Information**.

This Agreement is designed to protect the Archive and the University of Essex against any unauthorised release of the Archive's classified information assets outside of the Archive and the University of Essex. It is also one step in ensuring the compliance of the Archive with ISO 27001 (BS ISO/IEC 27001:2022*, Information technology. Security techniques. Code of practice for information security management)* and with Data Protection requirements, including those of the UK GDPR and the DPA 2018.

5. UK Data Archive Non-Disclosure Agreement

On behalf of the University of Essex, the UK Data Archive (the Archive) requires that any Archive information assets used by employees in the course of their employment shall be the subject of this Non-Disclosure Agreement ('the Agreement').

6. The Agreement

This Agreement is made between:

1. The individual (the "Receiving Party") and:
2. The University of Essex.

6.1 Conditions

IT IS HEREBY AGREED:

1. The Archive shall, whenever reasonably practicable, mark or otherwise designate Personal Data or Personal Information as Protect, Restrict or Confidential (according to the Archive's Information Classification Policy) to show expressly or by necessary implication that it has been imparted in confidence, and it shall take all proper and reasonable measures to ensure that the confidentiality of such information is maintained.
2. The Receiving Party agrees in perpetuity, starting from the effective date of this Agreement, not to communicate or to divulge to third parties any Personal Data, Personal Information, classified information or proprietary information which they encounter during their access to the Archive, its staff or its systems, with the following exceptions:
    a. in the case of Personal Information where the third party has been approved under a Special Licence (SL) or is an Accredited Researcher. Such information may only be divulged to authorised third parties in accordance with all relevant Archive policies and procedures.
    b. in the case of Archive Administrative Records for registered users who have

agreed to the standard End User Licence (CD137). Such records may only be divulged to authorised third parties in accordance with the conditions of the end-user licence.

c. Where transmission of Personal Data, Personal Information, classified information or proprietary information has been authorised, this may only be carried out using secure methods approved for the Archive by the Archive's IT Security and Service Delivery Manager.

3. This Agreement is to be construed and enforced in accordance with English Law and is subject to the exclusive jurisdiction of the English courts to which the parties hereto submit. This clause shall not prevent a party from seeking interim relief in any court of competent jurisdiction.
4. The Receiving Party shall protect Archive Information Assets in accordance with the provisions and principles of the UK GDPR and the DPA 2018 and their amendments.
5. On termination of the Agreement for whatever reason, all access to Information Assets shall cease and electronic access will be withdrawn immediately.
6. On termination of the Agreement for whatever reason, any Archive Information Assets must be returned to the Archive within 7 days.
7. Archive Information Assets shall be retained, at all times, in accordance with the applicable licence, agreement, policies and procedures.
8. The Archive reserves the right to monitor and audit the use of the Archive Information Assets and activities relating to the use of Archive Information Assets by the Receiving Party during the lifetime of this Agreement.
9. Any incidents of unauthorised access to, processing of or disclosing of the Archive Information Assets must be reported immediately to the Archive's IT Security and Service Delivery Manager, or in their absence a member of the Archive's Information Security Management Group.
10. Any breach of the Agreement may lead to disciplinary action being taken in accordance with any relevant disciplinary or breaches procedure.
11. Any breach of the Agreement may lead to removal of all access to the Archive and/or its systems.
12. Any breach of the Agreement, illegal or unlawful, which results in loss or damage to the resources of the Archive (either their own, or held on behalf of others) may be referred for legal action under relevant UK legislation.
13. This Agreement does not extend to information or Archive Information Assets which are in the public domain.

14. The Agreement is subject to review and may be amended without limitation under any circumstances including but not limited to changes in the law, contracts of employment, and contracts for services with third parties.
15. Updated versions will be made available at CD005 Non-disclosure agreement (https://dam.data-archive.ac.uk/controlled/cd005-nondisclosureagreement.pdf) one week before they come into force. Archive and associated staff will be informed of updates.

6.1.1 Agreement to the Non-Disclosure Agreement

I/we the undersigned, certify that I/we have read and understood the UK Data Archive's Non-Disclosure Agreement.

I am/we are aware that any violation of the Agreement may be subject to disciplinary and/or legal action being taken and/or access to the Archive and its systems being removed.

Name (print)	Signature	Date

www.data-archive.ac.uk

dainfo@essex.ac.uk

+44 (0)1206 872001

We are supported by the Universities of Essex, Manchester, Edinburgh, University College London and Jisc. We are funded by UKRI through the Economic and Social Research Council.