



Department for
Science, Innovation
& Technology

APPOINTMENT DOCUMENTATION



Department for
Science, Innovation
& Technology

Sarah Munby

Permanent Secretary

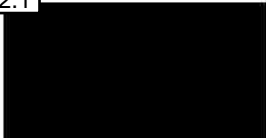
Department for Science, Innovation and
Technology

100 Parliament Street

London SW1A 2BQ

Matthew Clifford

2.1



permanentsecretary@dsit.gov.uk

www.gov.uk/dsit

22nd July 2024

Dear Matthew,

On behalf of the Secretary of State for Science, Innovation and Technology I am pleased to confirm your appointment as the Lead Advisor for the AI Opportunities Action Plan. Your appointment is subject to satisfactory completion of pre-appointment checks.

Please find enclosed the principal terms and conditions of your appointment and a non-disclosure agreement which I would be grateful if you could sign at your earliest convenience. Please also note the data protection guidance (annex A), security guidance (annex B), the Seven Principles of Public Life (annex C) and our media handling policy (annex D) which apply to you as a public office holder.

Please contact the Corporate Governance team at corporategovernance@dsit.gov.uk if you have any further questions about your terms of appointment. Thank you for accepting this appointment and I look forward to receiving the recommendations of your review.

Yours sincerely,

2.2



Sarah Munby

Permanent Secretary

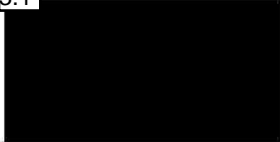


Department for
Science, Innovation
& Technology

Sarah Munby
Permanent Secretary
Department for Science, Innovation and Technology
100 Parliament Street
London SW1A 2BQ

Matt Clifford

3.1



permanentsecretary@dsit.gov.uk
www.gov.uk/dsit

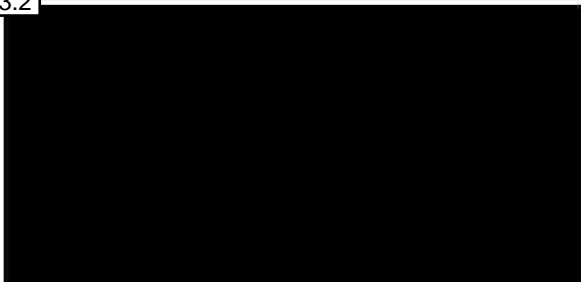
22nd July 2024

Appointment reference: **DA-00157**

Dear Matt,

Thank you for your email to Sam Cannicott on Friday 12th July 2024. In your email you requested to be released from the obligation under section 11 (j) (ii) of your terms and conditions of appointment where you agreed that '*Entrepreneur First Operations Limited (Entrepreneur First) will not make any investments in companies which you have advised or provided coaching to from the date of your appointment*' in relation to the following individuals who you have provided coaching to prior to your appointment, and who Entrepreneur First may invest in during the Time Period¹:

3.2

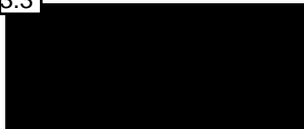
- 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.
 - 7.
- 

I am satisfied that you do not yet have knowledge of confidential information of commercial value on current or future government policy that would present a conflict of interests if Entrepreneur First was to make an investment decision on the above individuals.

Under section 11 (l) of your terms and conditions of appointment I am content to release Entrepreneur First from the obligations in section (j) (ii) in relation to any investment decisions on the above individuals on the basis that you recuse yourself from these deliberations.

Yours sincerely,

3.3



Sarah Munby
Permanent Secretary

¹ The Time Period is defined in section 11 (h) of your terms and conditions of appointment.



Department for
Science, Innovation
& Technology

TERMS AND CONDITIONS



Department for
Science, Innovation
& Technology

Corporate Governance

Department for Science, Innovation and
Technology

100 Parliament Street

London SW1A 2BQ

corporategovernance@dsit.gov.uk

www.gov.uk/dsit

22nd July 2024

Terms and conditions of appointment

Parties:

Matthew Clifford

of ^{5.1} [REDACTED] (the office holder)

and

The Department for Science, Innovation and Technology

(the department)

Summary	
Appointee:	Matthew Clifford
Appointment:	Lead Advisor for the AI Opportunities Action Plan
Fee:	This role is not remunerated
Term start date:	22 nd July 2024
Term end date:	3 rd September 2024
Sponsor:	Sam Cannicott, Deputy Director for AI capability
Category:	Direct Ministerial Appointment
Appointment reference:	DA-00157
Secretariat:	Corporate Governance
Secretariat email:	corporategovernance@dsit.gov.uk

Section 1: Your appointment

- 1 (a) You are appointed as the Lead Advisor for the AI Opportunities Action Plan by the Secretary of State for Science, Innovation, and Technology (the Secretary of State).
- 1 (b) Your appointment is subject to the satisfactory completion of pre-appointment checks. If for any reason you do not pass pre-appointment checks your appointment will be terminated with immediate effect.

Section 2: Duration

- 2 (a) Subject to earlier termination your appointment will be for a fixed period and will be effective from 22nd July 2024 to 3rd September 2024. This can be extended by mutual agreement.
- 2 (b) There is no presumption of reappointment. Any reappointment or extension of your appointment will only be made with agreement by the department.

Section 3: Responsibilities

- 3 (a) In this role you are responsible for preparing a recommended plan of action for the Secretary of State to draw on when considering how to support the adoption of artificial intelligence in the United Kingdom. Your plan should consider the United Kingdom could:
- (i) Build an artificial intelligence sector that can scale and be competitive globally;
 - (ii) Adopt artificial intelligence to enhance growth and productivity, and support the delivery of the government's five stated missions;
 - (iii) Use artificial intelligence in government to transform the citizen's experience of interacting with the state and boosting take-up in all parts of the public sector and the wider economy;

- (iv) Strengthen the enablers of artificial intelligence adoption, such as infrastructure, public procurement processes and policy, data access and regulatory reforms.
- 3 (b) By accepting this appointment, you will not become an employee of the department. Accordingly, nothing in this letter shall be construed as, or taken to create a contract of employment.
- 3 (c) You will regularly meet with Sam Cannicott (Deputy Director, AI Capability) to reflect on your role.
- 3 (d) By accepting this appointment you confirm that you are able to allocate sufficient time to meet the expectations of your role.
- 3 (e) Where you are required to contact the Secretary of State or Permanent Secretary under these terms of appointment you should do so in writing by emailing the department's Corporate Governance function at corporategovernance@dsit.gov.uk.

Section 4: Fee

- 4 (a) No fee or other compensation is paid as a result of your appointment to this role. The appointment carries no right to a pension or gratuity on its termination and you will be notified in writing of any change to your fee.

Section 5: Expenses and subsistence

- 5 (a) You should claim your travel expenses retrospectively at the end of your fixed term and payment will then be made by credit transfer to your bank or building society.
- 5 (b) You will be reimbursed for all reasonable expenses including pre-approved travel, subsistence and other expenses properly and necessarily incurred in respect of your appointment.

Section 6: Disclosure

- 6 (a) Details of your appointment, fee, expenses and any board related hospitality may be disclosed on the department's website and notified to the Cabinet Office in line with reporting requirements.

Section 7: Notice

- 7 (a) You may terminate this appointment before the expiry of the fixed period by giving one month's notice in writing. If you have given written notice, the Secretary of State may, at their absolute discretion, elect to terminate your appointment earlier than the expiry of your notice period.
- 7 (b) The Secretary of State may in their absolute discretion terminate your appointment at any time with or without notice.
- 7 (c) You will receive no notice if this appointment is terminated early by mutual consent.
- 7 (d) On termination of this appointment you shall only be entitled to:
 - (i) the payment of any outstanding fee to be prorated to the date of the termination of this appointment; and,
 - (ii) the reimbursement of any expense properly incurred prior to the termination of this appointment.

- 7 (e) You will not be entitled to any payment in lieu of notice.

Section 8: Conduct

- 8 (a) It is essential that you are, and are seen to be, honest and impartial in the exercise of your responsibilities. You must not allow your judgment or integrity to be compromised or permit there to arise any reasonable grounds for suspicion as to the compromise of your judgment and integrity. You will be required as a condition of your appointment to abide by the Cabinet Office Code of Conduct for Board Members of Public Bodies¹ and the Seven Principles of Public Life (see Annex C). If you believe you are being required to act in a way which:
- (i) is illegal, improper, or unethical;
 - (ii) is in breach of constitutional convention or a professional code;
 - (iii) may involve possible maladministration; or
 - (iv) is otherwise inconsistent with the Seven Principles of Public Life;
- you should report the matter in writing as soon as possible to the Secretary of State.
- 8 (b) You should also report to the appropriate authority any evidence of criminal or unlawful activity by others.
- 8 (c) You are required to cooperate with any process set up to investigate and determine any complaint made in respect of your conduct whilst fulfilling the responsibilities of the offices including attending meetings, providing material, co-operating with any investigation or responding in a timely manner to correspondence in each case as may reasonably be required.

Section 9: Confidentiality and use of official information

- 9 (a) You are required to exercise the same care in the use of official information attained in the course of your responsibilities as that which is required from officials employed in the Civil Service.
- 9 (b) You are required to comply with the guidance enclosed on data protection in Annex A and demonstrate the security behaviours set out in Annex B.
- 9 (c) You are subject to the Official Secrets Act 1989. Unauthorised disclosure of any information gained in the course of this appointment, or its use by you or others for personal gain or advancement, could result in the appointment being terminated early, and/or criminal prosecution.

Section 10: Bribery Act 2010

- 10 (a) Your attention is drawn to the provisions of the Bribery Act 2010 with which you are required to comply. In addition, we request that you comply with departmental procedures relating to ethics and propriety as notified to you from time to time.

¹ [Code of Conduct for Board Members of Public Bodies](#)

Section 11: Conflicts of interest

- 11 (a) You must declare, to the Secretary of State or permanent secretary of the department, any private financial or non-financial interests of your own, or of close family members, which may, or may be perceived to, conflict with your public duties.
- 11 (b) You must complete a declaration of interest form when you first accept your appointment and then review this declaration annually. You must amend your declaration at once if your interests change by contacting the department's Corporate Governance function.
- 11 (c) You must inform the Secretary of State or Permanent Secretary, in advance, of any new appointments that may impinge on your performance of your responsibilities under this Letter of Appointment.
- 11 (d) During the period(s) of your appointment, you must not take up any new appointment or employment or be directly or indirectly engaged in any other public body, business, trade, profession, or occupation, whether paid or unpaid unless agreed with the Permanent Secretary.
- 11 (e) You must remove yourself from the discussion or determination of matters in which you have a financial interest. In matters in which you have a non-financial interest, you should not participate in the discussion or determination of a matter where the interest might suggest a danger of bias.
- 11 (f) All information on potential conflicts of interest will be held by the department's governance team and could be disclosed to the public under the Freedom of Information Act 2000. In accepting this appointment on the terms within this letter you thereby consent to this disclosure.
- 11 (g) **The Scope:** You agree to be bound by further conditions in relation to any financial interests, either personal or through other investment routes in companies where either the primary or significant portion of their business falls within the scope of:
- (i) the development and deployment of artificial intelligence applications;
 - (ii) the training of artificial intelligence models;
 - (iii) the development and deployment of artificial intelligence safety tools;
 - (iv) the development of digital skills within the UK; or,
 - (v) the development and deployment of compute or digital infrastructure;
- which herein will be collectively referred to as 'the Scope'.
- 11 (h) **The Time Period:** You agree to be bound by these further specific conditions for the period of your appointment and for a further three months when your knowledge of the core conclusions of your report will be of less commercial value, or a point at which the Permanent Secretary has determined that the information you have access to has now entered the public domain (the Time Period).
- 11 (i) You agree to be bound by the following further conditions during the Time Period and in relation to financial interests that fall within the Scope:
- (i) You will not make any new investment.
 - (ii) You will recuse yourself from investment and divestment decision making.
 - (iii) You will not alter the size of your existing stock holdings without the express written agreement of the Permanent Secretary. You agree that if the Permanent Secretary

does approve a request for you to divest yourself from stock holdings that you will be bound by their decision as to whether it is appropriate for you to make a gain from that divestment above the value of the holding on the day before the term of your appointment began, subject to agreement with the relevant buyer noting that the divestment may take place later.

- (iv) You will recuse yourself from any public sector procurement decision required to support delivery of your responsibilities during your appointment.
 - (v) You will not change your interests in funds or collective investment vehicles in which you are:
 - (1) a passive minority investor; and,
 - (2) holding an interest of more than an estimated £2,500 in any single company within a portfolio; and,
 - (3) which have investments in portfolio companies.
- 11 (j) From the start of your appointment and for a time-limited period of 10 weeks after your appointment concludes (expiring at 23:59 on 12th November 2024) you:
- (i) must recuse yourself from all investment decisions and must not provide any investment advice to Entrepreneur First Operations Limited or advice to the companies in which it has investments; and,
 - (ii) you further agree that Entrepreneur First Operations Limited will not make any investments in companies which you have advised or provided coaching to from the date of your appointment.
- 11 (k) You are bound by the confidentiality clauses set out in section 9 and must not share confidential information gained during this role with any individual who you are coaching or providing any other form of advice to.
- 11 (l) You may be released from the obligations set out in section 11 with the written authorisation of the Permanent Secretary to confirm that you have no knowledge of confidential information of commercial value on current or future government policy for the sub-sector in which the investment is to be made.
- 11 (m) We do not anticipate that your role as the Chair of the Artificial Intelligence Safety Institute or your role as the Vice-Chair of the Advanced Inventions and Research Agency will present a conflict with this appointment, however, in the event you believe a perceived, potential or actual conflict of interest may arise, please inform the Permanent Secretary.

Section 12: Gifts and Hospitality

- 12 (a) To avoid any suggestion of partiality, departmental staff normally refuse personal gifts or hospitality offered in connection with their responsibilities, and you should exercise similar restraint. Sensible judgement should be exercised and there is no reason to refuse:
- (i) isolated gifts of a trivial nature such as calendars or diaries; and
 - (ii) occasional minor hospitality such as working lunches.
- 12 (b) In case of doubt, you should contact the department's corporate governance team for advice before accepting. Offers of significant gifts (worth £25 or more) or hospitality should be reported, even if they are refused, so that they can be formally registered.

- 12 (c) Care must be taken to ensure that no extravagance is involved with working lunches and other social occasions held in relation to carrying out your responsibilities.

Section 13: Political activity

- 13 (a) You are expected to inform the Permanent Secretary of the department of any intention to accept a prominent position in any political party or attend high-profile political events such as party conferences. If you have any doubts or questions about your ongoing or future activities, you should seek advice from the Permanent Secretary prior to undertaking significant political activity.

Section 14: Personal liability

- 14 (a) In any legal proceedings brought against you by a third party in connection with the performance of your duties in the offices, the Secretary of State will meet any civil liability which you incur, provided that you acted diligently, honestly and in good faith, and did not act recklessly, in relation to the matter in respect of which the liability was incurred.
- 14 (b) You may be personally liable if you make a fraudulent or negligent statement which results in a loss to the third party, and you may commit a breach of confidence under common law or a criminal offence under insider dealing legislation if you misuse information gained through holding the offices.

Section 15: Return of property

- 15 (a) On termination of your appointment with the department, however arising, or at any time at the department's request, you shall immediately return to the department all documents, record, papers, devices or other property belonging to the department which may be in your possession or under your control, and which related in any way to the department's business affairs, and you shall not retain any copies thereof.

Section 16: Data processing

- 16 (a) The department's [personal data charter](#)² sets out the standards you can expect from the Department for Science, Innovation and Technology (DSIT) when we collect, hold or use your personal information.

² <https://www.gov.uk/government/organisations/department-for-science-innovation-and-technology/about/personal-information-charter>

Section 17: Signatures

Signed by the Department:

12.1



Signature:

Name:

Sarah Munby

Position in Authority:

Permanent Secretary

Signed by the Office Holder:

12.2



Signature:

Name:

Matthew Clifford

Annex A: Data protection guidance

As an appointee of the Secretary of State, you are expected to comply with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR), which set out the legal framework for the processing of personal data in the UK.

Personal data is any information that relates to an identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;.

Processing means any operation or set of operations performed on personal data, whether or not be automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction

Your data protection responsibilities include:

1. Only accessing and using personal data that is necessary for your work and that you are authorised to access and use. You should not share personal data with anyone who does not need it or has no right to see it, unless you have a valid legal basis and follow the appropriate protocols.
2. Protecting personal data from unauthorised or unlawful access, loss, damage, or destruction. You should only use your government issued devices to store and transmit personal data and should lock your screen or log off when you leave your workstation.
3. Reporting any actual or suspected data breaches or incidents to your line manager and the DSIT's Data Protection Officer (DPO) as soon as possible. A data breach is any event that compromises the security, confidentiality, integrity, or availability of personal data. A data incident is any event that could lead to a data breach or indicates a weakness in the data protection measures. You should follow the DSIT's data breach reporting procedure, which is available on request from the DSIT Corporate Governance team.
4. Respecting the rights of individuals whose personal data you process. These rights include the right to access, rectify, erase, restrict, object, and port their personal data, as well as the right to withdraw consent and lodge a complaint. You should refer any requests from individuals to exercise their rights to the DSIT Corporate Governance team to action.
5. Keeping your knowledge and skills on data protection up to date. You should complete any mandatory training on data protection and information security when asked and seek further advice or guidance from your supervisor or the DPO if you have any questions or concerns.

The DPO is responsible for overseeing DSIT's compliance with the data protection laws and regulations, and providing advice and support on data protection matters. You can contact the department's data protection team by emailing dataprotection@ics.gov.uk.

If you become aware of a data breach or incident, you should report it to the data protection team as soon as possible. You should provide as much information as possible about the nature, scope, impact, and cause of the breach or incident, as well as any actions taken or planned to contain, mitigate, or prevent it. You should also notify the DSIT Corporate Governance team and any other relevant staff or stakeholders.

Annex B: Security guidance

As an appointee of the Secretary of State, you are expected to demonstrate high standards of security behaviour at work. This means that you should protect the information and assets that you handle from unauthorised or unlawful access, use, disclosure, alteration, or destruction. In the course of your work as an appointee you should adhere to the following key principles:



Only connect your government issued device to the internet using secure network connections such as GovWifi, a mobile data connection or a password protected home network. Do not connect your government issued device to public (including hotel and airport) WiFi networks.



Be aware of your surroundings and only review board papers in private spaces where you cannot be overlooked. Wear headphones when there is a risk that you may be overheard.



Report any lost or missing devices or papers immediately to our Duty Security Officer by calling 020 7215 4797 (24/7).



Do not under any circumstances take government issued devices outside of the United Kingdom without permission. Seek approval from the Corporate Governance Team (corporategovernance@dsit.gov.uk) if you have exceptional circumstances which require you to take your IT equipment overseas.



Keep your security pass on display when inside government buildings and put it out of view when you leave.



Always lock your device before leaving it unattended in a government office or at home and never leave your device unattended in a public space.



Do not write down or share your **password or PIN code** for your government issued device with anyone else.



Treat the information we share with you in confidence and if you need to share information with others, please seek approval from the Corporate Governance Team first.



If you think you need to take your government issued device overseas contact the DSIT Corporate Governance Team five days in advance so that we can arrange for advice and approvals from our security team as needed.

Annex C: The seven principles of public life

The Seven Principles of Public Life (also known as the Nolan Principles) apply to anyone who works as a public office-holder. This includes all those who are elected or appointed to public office, nationally and locally, and all people appointed to work in the Civil Service, local government, the police, courts and probation services, non-departmental public bodies (NDPBs), and in the health, education, social and care services.

All public office-holders are both servants of the public and stewards of public resources. The principles also apply to all those in other sectors delivering public services.

1. **Selflessness:** Holders of public office should act solely in terms of the public interest. They should not do so in order to gain financial or other benefits for themselves, their family or their friends.
2. **Integrity:** Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might seek to influence them in the performance of their official responsibilities.
3. **Objectivity:** In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.
4. **Accountability:** Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.
5. **Openness:** Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.
6. **Honesty:** Holders of public office have a duty to declare any private interests relating to their public responsibilities and to take steps to resolve any conflicts arising in a way that protects the public interest.
7. **Leadership:** Holders of public office should promote and support these principles by leadership and example.

Annex D: Media handling policy

Requests for comment

If you are approached by a journalist for comment in your capacity as an appointee, you should **refer the journalist immediately to the DSIT press office** (press@dsit.gov.uk) or phone +44 (0) 20721 53000.

Media interview bids in your capacity as an appointee

If you are approached for an **interview in your appointee capacity, please refer the request directly to us - we will need to formally consider and approve the opportunity.** If we together decide to accept the request, we will handle arrangements with the journalist on your behalf. We will also provide both written and verbal briefings as appropriate.

Media interview bids beyond the scope of your role

If you are approached to discuss matters **outside your capacity as an appointee, please let us know in advance.** We can offer advice and guidance on accepting the bid, ensuring there is a clear separation of roles and responsibilities and help you agree terms with the journalist.

Participation at events

Whether it is to speak or just attend, if you are **invited to an event where media are expected to be present, please reach out to the DSIT press office** who can advise on the appropriate media handling and provide briefing and logistical support where relevant to your role.

Social media

Please be aware that **media will consider what you post online** when reporting on your role. We ask that you take this into consideration when publishing or engaging with content online.

We would also recommend updating your biography on social media platforms to highlight the split in your roles. If you choose to do this, we can assist with the wording to make sure that your relationship with the department is set out as accurately as possible.

Media and social media commentary

If you notice any media or social media coverage about you in your role and would like advice on how to handle, please reach out to the DSIT press team for support. We also conduct regular, extensive media monitoring and will endeavour to highlight any such coverage to you.



Department for
Science, Innovation
& Technology

Corporate Governance

Department for Science, Innovation and
Technology

100 Parliament Street
London SW1A 2BQ

corporategovernance@dsit.gov.uk

www.gov.uk/dsit

22nd July 2024

Non-disclosure agreement

Parties:

Matthew Clifford

17.1
of

(the Recipient)

and

The Department for Science, Innovation and Technology

(the Discloser)

It is agreed:

Interpretation:

Discloser's Group means the Discloser, any subsidiary of the Discloser, any other Government Department, any Devolved Administration, and any Government Body with which the Authority interacts in connection with the Permitted Purpose.

Confidential Information means, irrespective of whether it is marked as being confidential or not:

- (a) Information, including all personal data within the meaning of the Data Protection Legislation, provided by the Authority in connection with the Permitted Purpose (whether before or after the date of this Agreement) that relates to:
 - (i) the Discloser;
 - (ii) the Discloser's Group; and/or,
 - (iii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Discloser or the Discloser's Group;
 - (b) other Information:
 - (i) provided by the Discloser or the Discloser's Group to the Recipient in connection with the Permitted Purpose whether before or after the date of this Agreement; or,
 - (ii) that ought reasonably to be considered to be confidential which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with the Permitted Purpose;
 - (c) discussions, negotiations, documents, all forms of communication including email and correspondence in any form or medium, including electronic or digital files of any kind between the Discloser or the Discloser's Group and/or any of its directors, officers, employees, consultants or professional advisers and the Recipient in connection with the Permitted Purpose and all matters arising therefrom; and
 - (d) Information or analysis derived from any of the above; and
 - (e) the existence and content of this Agreement,
- but not including any Information that:
- (f) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Discloser or the Discloser's Group;
 - (g) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or reasonable belief, bound by a confidentiality agreement with the Discloser or any member of the Discloser's Group or otherwise prohibited from disclosing the information to the Recipient;
 - (h) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or,
 - (i) the Recipient evidences to the reasonable satisfaction of the Discloser was independently developed without access to the Confidential Information;

Permitted Purpose means the reason for which the Confidential Information is being shared with the Recipient as set out in section 1.

Section 1. Use of Confidential Information

- 1 (a) The Discloser intends to disclose information (the Confidential Information) to the Recipient for the purpose of supporting the Recipient to lead the Artificial Opportunities Review in line with their terms and conditions of appointment (the Permitted Purpose).
- 1 (b) The Recipient undertakes;
- (i) to treat all Confidential Information as secret and Confidential;
 - (ii) not to use or exploit the Confidential Information for any purpose except the Permitted Purpose;
 - (iii) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Permitted Purpose;
 - (iv) to keep the Confidential Information secure and not to disclose it to any third party unless or until that third party is determined to be someone(s) who need to know the same for the Permitted Purpose, who has been informed of and/or know they owe a duty of confidence to the Discloser and who are bound by obligations equivalent to those in 1b;
 - (v) immediately notify the Disclosing Party in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
 - (vi) not use, reproduce, transform or store the Confidential Information in an externally accessible computer or electronic information retrieval system
- 1 (c) The undertakings in 1(b) by the Recipient above apply to all of the information disclosed by the Discloser to the Recipient, regardless of the way or form in which it is disclosed or recorded but they do not apply to:
- (i) any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
 - (ii) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Discloser.
- 1 (d) Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority- including, nothing shall prevent the Recipient making a lawful protected disclosure.
- 1 (e) The Recipient will, on request from the Discloser and/or before and/or upon the termination of their engagement with the Discloser, return all copies and records of the Confidential Information to the Discloser and will not retain any copies or records of the Confidential Information.
- 1 (f) Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the Discloser except the right to copy the Confidential Information solely for the Purpose.
- 1 (g) The undertakings which apply to the Recipient under this agreement (particularly, as set out in 1b(i)-(vi) will continue in force for 2 years from the termination of your appointment with the department or as long as the Confidential Information ought reasonably to remain confidential.
- 1 (h) The Recipient will be subject to the Official Secrets Act 1989.

Section 2. Remedies

- 2 (a) Without prejudice to any other rights or remedies that either Party may have, each Party acknowledges and agrees that damages alone may not be an adequate remedy for any breach by a Recipient of the provisions of this Agreement. Accordingly, each Party acknowledges that the Discloser shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.
- 2 (b) Each Party will be responsible for all costs incurred by it or on its behalf in connection with this Agreement.

Section 3. Severance

- 3 (a) If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or un-enforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 3 (b) If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or un-enforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

Section 4. Governing Law and Jurisdiction

- 4 (a) This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 4 (b) The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation

Section 5. Signatures

Signed by the Discloser:

21.1



Signature:

Name:

Sarah Munby

Position in Authority:

Permanent Secretary

Signed by the Recipient:

21.2



Signature:

Name:

Matthew Clifford









DSIT-DA-00157-Clifford-Appointment documentation

Final Audit Report

2024-07-22

Created:	2024-07-22
By:	22.1 [REDACTED]@dsit.gov.uk
Status:	Signed
Transaction ID:	CBJCHBCAABAAit9GMn5Dyit6iksXuH5F9VP5ql4NuSXE

"DSIT-DA-00157-Clifford-Appointment documentation" History

-  Document created by 22.2 [REDACTED]
2024-07-22 - 09:16:36 GMT
-  Document emailed to Sarah Munby (sarah.munby@dsit.gov.uk) for signature
2024-07-22 - 09:16:43 GMT
-  Email viewed by Sarah Munby (sarah.munby@dsit.gov.uk)
2024-07-22 - 09:34:14 GMT
-  Document e-signed by Sarah Munby (sarah.munby@dsit.gov.uk)
Signature Date: 2024-07-22 - 12:20:37 GMT - Time Source: server
-  Document emailed to Matt Clifford (matt.clifford@aria.org.uk) for signature
2024-07-22 - 12:20:38 GMT
-  Email viewed by Matt Clifford (matt.clifford@aria.org.uk)
2024-07-22 - 12:24:07 GMT
-  Document e-signed by Matt Clifford (matt.clifford@aria.org.uk)
Signature Date: 2024-07-22 - 12:24:58 GMT - Time Source: server
-  Agreement completed.
2024-07-22 - 12:24:58 GMT

[End of document]

Redaction Summary

Page 17

Redaction 17.1

Comment: Personal address

Exemptions/exceptions:

- S.40 - Personal Information

Page 2

Redaction 2.1

Comment: Personal address

Exemptions/exceptions:

- S.40 - Personal Information

Redaction 2.2

Comment: Signature

Exemptions/exceptions:

- S.40 - Personal Information

Page 3

Redaction 3.1

Comment: Personal address

Exemptions/exceptions:

- S.40 - Personal Information

Redaction 3.2

Comment: Personal information of third parties

Exemptions/exceptions:

- S.40 - Personal Information

Redaction 3.3

Comment: Signature

Exemptions/exceptions:

- S.40 - Personal Information

Page 5

Redaction 5.1

Comment: Personal address

Exemptions/exceptions:

- S.40 - Personal Information

Page 21

Redaction 21.1

Comment: Signature

Exemptions/exceptions:

- S.40 - Personal Information

Redaction 21.2

Comment: Signature

Exemptions/exceptions:

- S.40 - Personal Information

Page 22

Redaction 22.1

Comment: Name of a civil servant who is not a senior civil servant

Exemptions/exceptions:

- S.40 - Personal Information

Redaction 22.2

Comment: Name and email of a civil servant who is not a senior civil servant

Exemptions/exceptions:

- S.40 - Personal Information

Page 12

Redaction 12.1

Comment: Signature

Exemptions/exceptions:

- S.40 - Personal Information

Redaction 12.2

Comment: Signature

Exemptions/exceptions:

- S.40 - Personal Information