

## Non-disclosure agreements

### 1 . Using non-disclosure agreements

An employer might use a non-disclosure agreement (NDA) to stop a worker sharing information.

A non-disclosure agreement can also be known as a 'confidentiality clause'.

It's a written agreement and could be:

- in an employment contract
- in a conciliation agreement (COT3) – written up when an agreement is reached through conciliation
- in a settlement agreement
- in a separate, stand-alone document

A non-disclosure agreement is legally binding and enforceable. This means that the employer and the worker must keep to what's been agreed.

If someone breaks the terms of the agreement, the other party can take them to court for breach of contract. A judge could award them compensation because of the breach.

### When a non-disclosure agreement might be used

A non-disclosure agreement might be used during someone's job or after a job ends.

For example, a non-disclosure agreement might be used:

- when someone starts a new job, to protect a company's confidential information
- after a dispute which results in someone leaving a job, to keep details confidential

### Using a non-disclosure agreement as part of a settlement agreement

An employer and worker might use a [settlement agreement](#) to resolve a dispute at work.

In some cases, employers might also ask a worker to sign a non-disclosure agreement to keep certain things about the settlement agreement confidential.

### Keeping the details of a settlement agreement confidential

A non-disclosure agreement might be used if the employer or the worker wants to keep confidential:

- the sum of money agreed in a settlement agreement
- some or all of the other settlement terms
- some or all of the circumstances leading to the settlement agreement

It stops the employer and the worker from sharing the details of a settlement agreement. But they can still tell others that they made an agreement.

### Keeping the fact a settlement agreement has been made confidential

The employer or worker might not want others to know they've made a settlement agreement.

But a non-disclosure agreement could include a list of people they can tell about the settlement agreement.

### Other reasons for using a non-disclosure agreement

Non-disclosure agreements might also be used:

- to keep an organisation's information confidential
- when an employer needs to protect customer or client identities, intellectual property or other sensitive or important business information
- to keep certain things the worker knows about the organisation confidential
- to stop someone making critical or insulting comments – for example about the employer or worker, specific people in the organisation, the service that an employer provides, or their customers and clients
- to help protect someone if the details of a dispute or dismissal became widely known

For example, a new worker joins a tech company. They're asked to sign a non-disclosure agreement that stops them giving company information to competitors.

## When a non-disclosure agreement is not enforceable

In some situations, a non-disclosure agreement is not legally binding or enforceable. This means the employer cannot take someone to court if they break the terms of the agreement.

By law, a non-disclosure agreement cannot stop someone:

- [whistleblowing](#)
- discussing their pay with anyone at work for reasons relating to [equal pay](#)
- reporting a crime to the police
- [sharing information about a crime](#) to get advice and support if they are a victim of crime in England or Wales

Important: From 6 April 2026, sexual harassment will become a 'qualifying disclosure' under whistleblowing law. This means whistleblowers making a sexual harassment disclosure will be protected from detriment and unfair dismissal.

English universities and other higher education providers cannot use a non-disclosure agreement to stop workers disclosing:

- sexual misconduct, abuse or harassment
- other bullying or harassment

This law came into effect on 1 August 2025.

## When a non-disclosure agreement would still be enforceable

If there's a non-disclosure agreement in place, it might still be enforceable for other reasons.

## Example of when a non-disclosure agreement would still be enforceable

A worker raises concerns over their organisation's emissions data. They've already signed a non-disclosure agreement which says they:

- cannot report the organisation's emissions data to anyone
- cannot sell the organisation's data to competitors

By law, the employer cannot stop the worker from whistleblowing, even though they've signed an agreement.

However, the worker then sells the organisation's data to a competitor. The employer could now claim that the worker has breached the agreement and take them to court. The judge could award the employer compensation for breach of contract.

## Discrimination, harassment and sexual harassment

A non-disclosure agreement should not be used to stop a worker from reporting discrimination. This includes harassment and sexual harassment.

Important: From 6 April 2026, sexual harassment will become a 'qualifying disclosure' under whistleblowing law. This means whistleblowers making a sexual harassment disclosure will be protected from detriment and unfair dismissal.

When sexual harassment amounts to a crime, a non-disclosure agreement cannot stop someone reporting it to the police.

[Find out more if you've been sexually harassed at work](#)

## Example of when a non-disclosure agreement should not be used

Jay works in a hotel where high profile guests often stay. When they started the job, they were asked to sign a non-disclosure agreement. It said, 'you must not discuss anything that is said or happens in the hotel with anyone at all'.

When at work Jay is sexually harassed by their line manager. Because of the agreement Jay feels they cannot report this to HR or speak to their family about what has happened.

The employer should not have used this wording in the non-disclosure agreement. They should have made it clear that Jay was only prevented from sharing sensitive business information they overhear at the hotel.

[Find out more about the use of confidentiality agreements in discrimination cases from the Equality and Human Rights Commission](#)

## Other times when a non-disclosure agreement should not be used

A non-disclosure agreement should not be used:

- before seeing if another solution can be used instead
- when confidentiality is not needed
- when the need for confidentiality already exists – for example some issues might be already covered by data protection law (UK GDPR)
- to cover up inappropriate behaviour or misconduct, especially if there's a risk of it happening again
- to avoid addressing disputes or problems
- to mislead someone
- if it could cause serious moral or ethical issues

- if it could cause any other negative outcomes or effects
- as a matter of routine

## 2. Sharing information about a crime

Anyone in England, Scotland and Wales can report a crime to the police. A non-disclosure agreement cannot stop someone doing this.

### Victims of crime in Scotland

Victims of crime in Scotland can:

- report a crime to the police
- [whistleblow](#) about a criminal offence at work

They can only share this information with others if the non-disclosure agreement says they can.

### Victims of crime in England and Wales

Victims of crime in England and Wales have extra rights related to sharing information about a crime. These rights apply even if they signed a non-disclosure agreement.

Victims of crime in England and Wales have a right to make a 'permitted disclosure' under the Victims and Prisoners Act 2024. This means they can share information about a crime with some people, to get advice and emotional support.

This law came into effect on 1 October 2025.

A victim of crime is someone who suffers harm as a result of being subjected to a criminal offence. This includes:

- those who reasonably believe they are a victim of crime
- someone who has witnessed a crime

Victims are protected even if they have not reported the crime to the police.

### Sharing information in England and Wales

Anyone who is a victim of crime in England or Wales can share information about the crime with:

- the police or other bodies that investigate crime
- a qualified lawyer
- regulated professionals
- victim support services
- regulators
- the Criminal Injuries Compensation Authority (CICA)

A victim of crime can share information with anyone authorised to receive information on behalf of these groups. For example, a receptionist at a law firm.

Victims of crime can also share information with their close family.

If they share information with anyone else, they might be in breach of their non-disclosure agreement.

## Close family

Victims of crime in England and Wales can share information with close family to get emotional support.

They can share information about the crime with the following family members:

- children
- parents
- their husband, wife, civil partner or long-term partner

They cannot share information about the crime with other family members or close friends. Unless they are specifically listed in the non-disclosure agreement.

## Police and other bodies that investigate crime

Victims of crime in England and Wales can share information with the police and other bodies.

Other bodies include:

- Health and Safety Executive
- Competition and Markets Authority
- Environment Agency
- Gambling Commission
- Financial Conduct Authority
- Information Commissioner's Office
- Serious Fraud Office

This is so they can investigate the crime and take legal action.

## Example of sharing information with the police

Jo was physically assaulted by their manager at work. Jo signed a non-disclosure agreement to keep the organisation's information confidential. But they can still share information about the crime to help with police investigations.

## Lawyers

Victims of crime in England and Wales can share information with a qualified lawyer to get legal advice about the crime.

## Regulated professionals

Victims of crime in England and Wales can share information with a regulated professional to get support.

Regulated professionals include:

- paramedics
- social workers
- school teachers

## Victim support services

Victims of crime in England and Wales can share information with victim support services to get emotional support.

Victim support services include:

- healthcare professionals
- counsellors
- sexual violence advisers

## Regulators

Regulators are bodies that regulate a particular industry. They set standards and consider misconduct. For example:

- the General Medical Council
- the Solicitors Regulation Authority

Victims of crime in England and Wales cannot report a crime directly to a regulator. The police will inform the regulator.

If the regulator then contacts the victim of crime, they can share information to help with an investigation.

### Example of sharing information with a regulator

Pat has been physically assaulted at work by a doctor. Pat has signed a non-disclosure agreement with their employer. Pat reported the assault to the police. The police inform the regulator about the crime.

The regulator then asks Pat about the crime. This is to help them decide whether to remove the doctor from the medical register.

Pat can share information with the regulator, even though they signed a non-disclosure agreement.

## The Criminal Injuries Compensation Authority (CICA)

Victims of crime in England and Wales who signed a non-disclosure agreement on or after 12 December 2025 can share information with The Criminal Injuries Compensation Authority to make a claim for compensation in relation to the crime.

### If a victim of crime disagrees with the decision about compensation

Victims of crime might disagree with The Criminal Injuries Compensation Authority's decision. If this happens, they can share information with courts and tribunals.

## Information that cannot be shared

A victim of crime might be in breach of a non-disclosure agreement if they:

- release information into the public domain – for example talking to the press
- share confidential information that does not relate to the crime – for example sharing an organisation's commercial or financial details
- share information with others not listed in the agreement

If someone breaches the terms of an agreement, the other party might be able to take them to court. This is a complex area of law so they should [get legal advice](#).

## 3. Resolving problems in other ways

There are several things employers can do to try and resolve problems at work.

## Follow the correct policies and procedures

Non-disclosure agreements should not be used to resolve problems at work. Employers should follow fair procedures to try and resolve any issues.

For example, they should follow organisation procedures such as:

- [disciplinary or grievance procedures](#)
- [investigations](#)
- [whistleblowing procedures](#)

This can help:

- avoid problems getting worse
- avoid legal action
- stop employers from losing talented workers
- keep workers feeling valued and motivated
- encourage a more open and productive organisation

## Create a good culture at work

If non-disclosure agreements are used for the wrong reasons, it can cause distrust at work.

Instead of using a non-disclosure agreement, it's a good idea for employers to:

- encourage an open, inclusive culture at work
- support workers

Workers should feel they can:

- speak up about any issues
- be confident they'll be heard
- have their problems addressed in an appropriate way

[Find out more about dealing with a problem raised by a worker](#)

## Train managers

Training managers to spot early signs of disagreements and resolve issues can help:

- improve productivity
- stop problems getting worse
- avoid legal action

[Find out more about Acas training](#)

## 4. Using agreements fairly

If it is appropriate to use a non-disclosure agreement, employers should explain to workers:

- why it is appropriate
- what it is trying to achieve

Employers should make sure:

- the wording of the agreement is clear
- workers are given a reasonable amount of time to read and understand agreements and get advice if needed
- workers are not pressured into signing an agreement
- they consider workers' mental health and wellbeing

When using a non-disclosure agreement, employers should explain to workers:

- when confidentiality does and does not apply
- that the agreement does not prevent them from reporting a crime
- that the agreement does not prevent them from [whistleblowing](#)
- that the agreement does not prevent them from reporting any form of discrimination, including harassment and sexual harassment
- that they are free to speak to professional legal advisers, or medical or healthcare professionals, including counsellors and therapists
- that they are free to speak to internal sources of support, such as mental health first aiders
- that the agreement does not prevent them from exercising their employment rights

## Monitoring the use of non-disclosure agreements

Employers should monitor the use of non-disclosure agreements to make sure the organisation is using them appropriately. It can also help identify patterns of events at work and make sure they are dealt with correctly.

## Get more advice and support

If you have any questions about what non-disclosure agreements are, you can [contact the Acas helpline](#).

If you have concerns about using non-disclosure agreements, you should [get legal advice](#) before making any decisions.