

## WBL Logbook Sheet Template

Competency e.g. 1	Learning Outcome e.g. 1.1	Example Number
3	3.1	1
<b>Evidence provided</b>		
e.g. letter to client dated 01.01.2017, Telephone attendance note dated 01.01.2017		
<b>Email thread dated 23.08.2022 to 31.08.2022, Attendance note dated 31.08.2022</b>		
<b>Explain how the example meets the learning Outcome and how the evidence shows this</b>		
<p><b>Identify the client's position:</b> My client wanted to backdate some non-disclosure agreements as confidential information had already been disclosed to the supplier, however the Governance Team asked them to check with myself as to whether this was acceptable.</p> <p><b>Demonstrate understanding of the position:</b> The client had around 13 NDAs that the suppliers had signed and most had already been dated. [REDACTED] had not signed the agreements yet so they had not been executed, however the client had already shared confidential information with the supplier. The client wanted to ensure that the supplier would be under an obligation of confidentiality in relation to that information which is why they asked to backdate the agreements.</p> <p><b>Evidence confirmation of identification and confirmation of the issues:</b> The attached attendance note of my meeting with the client confirms that I understood the client's position as I began the conversation by explaining my understanding of the position. The client then confirmed that this was their position and I provided advice as to why we would not suggest backdating the agreements.</p>		
<b>Reflection and evaluation</b>		
Describe what you learnt from the activity you undertook to meet the Learning Outcome. You may want to complete this section at a later date once you have had time to reflect on your practice and experience.		
<p><b>I learnt from this activity that it is beneficial to have a short meeting or telephone call with the client to ensure that your understanding of the client's position is correct. By speaking with the client over the phone I was able to explain my understanding of the issue, and also provide advice to them so that they had a better understanding as to why we would not suggest backdating the agreements.</b></p>		
<b>Date work completed: (i.e. evidence date)</b>	31/08/2022	
<b>Applicant's Name</b> Please print name	<b>Applicant's signature</b> I confirm that the work within the evidence is my own work	<b>Date</b>
[REDACTED]		Click here to enter a date.

<b>Supervisor's Name</b> Please print name	<b>Supervisor's signature</b> I confirm that I supervised the applicant's work referred to within the logbook sheet and the evidence	<b>Date</b>
[REDACTED]		<a href="#">Click here to enter a date.</a>

**File No:**

**Date:** 30 August 2022

**Fee-earner:** [REDACTED]

**Nature of attendance:** Teams meeting to discuss countersigning NDAs and whether they can be backdated, [REDACTED] d [REDACTED] ([REDACTED]) in attendance

**Time:** meeting 20 minutes, attendance note 25 minutes

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[REDACTED] and [REDACTED] introduced themselves.

### **The client's position**

[REDACTED] stated that she understood [REDACTED] was entering into some non-disclosure agreements (NDAs) with suppliers, and needed advice on countersigning. [REDACTED] added that she understood that [REDACTED] wanted to backdate the NDAs that the suppliers had already signed. [REDACTED] said that she believed this was because [REDACTED] and team had already disclosed confidential information to the suppliers, and therefore wanted to ensure that the suppliers would be under obligations of confidentiality for this information.

[REDACTED] confirmed that he required advice on whether he could backdate the NDAs as the Governance Team advised that he should obtain advice from the Legal team. [REDACTED] said from his point of view he believes we should be able to backdate the agreement so that we can extend the period that the supplier will be liable to keep the confidential information, confidential.

### **[REDACTED]'s advice**

[REDACTED] responded that generally, we do not backdate contracts because they should be dated the date we enter into the agreement (the date the agreement is signed or sealed).

[REDACTED] added that in our standard NDA templates, the definition of confidential information includes wording that should cover the sharing of confidential information before the date of the agreement. However, this would only be applicable if the confidential information that had been shared fits into the purpose of the NDA. [REDACTED] said that if the confidential information did not fit into the purpose, an 'effective date' clause could be added to the agreement stating that although the parties entered into the agreement on the date stated, the obligations began from a previous date.

[REDACTED] said some of the suppliers have signed and dated the agreement and converted to a PDF, meaning the date could not be changed. [REDACTED] advised [REDACTED] that there might be some solutions to this, such as replacing the first page of the PDF with the supplier's permission, or to cross out the date and add the correct date, also with the supplier's permission. [REDACTED] reiterated that the Governance Team would be best placed to advise so to confirm with them.

### **Next steps**

[REDACTED] advised [REDACTED] to check each NDA to ensure that the correct wording was in the definition of confidential information.

[REDACTED] agreed and said he would contact the Governance Team to discuss the NDAs that had already been dated.

[REDACTED] said to let her know if [REDACTED] finds that the definition of confidential information does not include the relevant wording, or the information that has been shared does not fit into the purpose [REDACTED] can make amendments as necessary.

[REDACTED]  
Dated: 31/08/2022

[REDACTED]  
**Sent:** 31 August 2022 10:01

[REDACTED]  
**Subject:** RE: [REDACTED] Consultant NDAs - Countersigning

Hi [REDACTED]

Thank you for your time on the phone yesterday, I am following up with an email to confirm what we discussed.

I advised that generally we do not backdate our contracts and they should be dated the date we enter into the agreement (the date the agreement is signed or sealed).

In our standard NDAs, the definition of confidential information states that it is anything that has been disclosed 'before, on or after the date of this Agreement'. If you are confident that the information that has already been disclosed before the agreement has been executed fits into the purpose of the NDA, the other party will be under the obligations of confidentiality from the NDA for that information.

If any information that has been disclosed does not fit into the purpose of the agreement, we would suggest adding an 'effective clause'. This would ultimately state that the agreement has effect from whichever date you choose, even though it has been signed and executed at a later date.

You advised that some of the agreements have already been dated by the other party in a PDF version. I suggested that you speak with the Governance Team to see what they suggest in terms of making sure you have the correct date that the last signature was made for certainty of the contract. They may allow you to cross out the date and write the new date, with permission from the other party. Alternatively, you could replace the first page of the NDA if the other party agrees to this.

Once you have checked that the wording above in relation to the definition is included in each NDA and that the information already disclosed fits into the purpose of the NDA, let me know if you require wording to be added in relation to the effective clause.

If you have any further questions please do not hesitate to ask.

Kind regards

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
**Sent:** 30 August 2022 15:28

[REDACTED]  
**Subject:** RE: [REDACTED] Consultant NDAs - Countersigning

Dear [REDACTED]

Apologies for my delay in responding.

I have allocated this matter to [REDACTED], copied into this email.

[REDACTED] will contact you shortly, to provide you with the advice you require.

Kind regards

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**From:** [REDACTED]  
**Sent:** 30 August 2022 09:45  
**To:** Legal Services <[REDACTED]>  
**Subject:** RE: [REDACTED] NDAs - Countersigning

Hi Legal Services,

Please could you advise regarding my query below?

Best wishes,

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]

**From:** [REDACTED]  
**Sent:** 23 August 2022 15:57  
**Subject:** FW: [REDACTED] Consultant NDAs - Countersigning

Hi Legal Services,

Please see below from the Governance team regarding countersigning of NDAs.

Some consultants have already dated their NDAs and the Governance are hesitant to backdate them. I believe backdating the NDAs would be preferable as it holds consultants to account from the date of signing rather than our countersignature. Please could you advise if the Governance team can backdate the NDAs or whether undated copies need to be requested from the consultants?

Best wishes,

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]