



# Mutual Non-Disclosure Agreement

*This agreement is between the parties: **GDPR Sentry Limited**, a company registered in England under company number 11093693 whose registered office is at Unit 434 Birch Park, Thorp Arch Estate, Wetherby, West Yorkshire, LS23 7FG*

*and*

***Nunthorpe Multi Academy Trust**, whose registered office is at Nunthorpe Academy, Guisborough Road, Nunthorpe, Middlesbrough, TS7 0LA.*

*The agreement is made is made on ..... Of the calendar month of ..... 20.....*

- 1. Each of the parties to this Agreement intends to disclose information (the Confidential Information) to the other party for the purposes of conducting an internal review of a response to a Freedom of Information request.*
- 2. Each party to this Agreement is referred to as 'the Recipient' when it receives or uses the Confidential Information disclosed by the other party.*
- 3. The parties agree that the information to be disclosed in relation to the Purpose will only be shared with the minimum number of individuals to achieve the Purpose and such sharing will not be with individuals not employed by the parties without first obtaining written agreement of the other party.*
- 4. The Recipient undertakes not to use the Confidential Information disclosed by the other party for any purpose except the Purpose, without first obtaining the written agreement of the other party.*
- 5. The Recipient undertakes to keep the Confidential Information disclosed by the other party secure and not to disclose it to any third party without express permission subject to the provisions of clause 6 of this agreement.*
- 6. The undertakings in clauses 3, 4 and 5 above apply to all of the information disclosed by each of the parties to the other, regardless of the way or form in which it is disclosed or recorded but they do not apply to:*

- a) *any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or*
- b) *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 other party.*
- 7. *Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.*
- 8. *The Recipient will, on request from the other party, return all copies and records of the Confidential Information disclosed by the other party to the Recipient and will not retain any copies or records of the Confidential Information disclosed by the other party.*
- 9. *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 other party except the right to copy the Confidential Information disclosed by the other party solely for the Purpose.*
- 10. *The undertakings in clauses 3, 4 and 5 will continue in force indefinitely unless mutually agreed by the Parties.*
- 11. *This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.*

*Signed by Ian Parrett on behalf of GDPR Sentry Limited*



*Name*

*Ian Parrett*

*Position*

*Senior GDPR Consultant and Director*

*Signed by..... on behalf of Nunthorpe Multi Academy Trust*

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*Position*