

Mutual Non-Disclosure Agreement

Title: Mutual Non-Disclosure Agreement	Approved:	Effective from: 13/10/2021	Next review: 12/12/2024
Version: 1.01	Author: Cliff Dean		Last review: 12/12/2022

PARTIES:

{Company Name} a company registered in England under number **{company number if applicable}** whose registered office is at **{registered company address}**;

and

WEST LINDSEY DISTRICT COUNCIL a council registered in England whose registered office is at Guildhall Marshall's Yard, Gainsborough DN21 2NA or NORTH KESTEVEN DISTRICT COUNCIL a council registered in England whose registered office is at Kesteven Street, Sleaford, Lincolnshire, NG34 7EF.

1. Each of the parties to this Agreement intends to disclose information (the Confidential Information) to the other party for the purpose of defining requirements for or providing professional services, support services and managed services in respect to network and security infrastructure, devices and services. (The Purpose).
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 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.
4. The Recipient undertakes to keep the Confidential Information disclosed by the other party secure and not to disclose it to any third party except
 - 4.1. to its employees and professional sub-contractors who need to know the same for the Purpose, who know they owe a duty of confidence to the other party and who are bound by obligations equivalent to those in clause 3 above and this clause; and
 - 4.2. To auditors or other professional advisors for legal, regulatory and compliance purposes.

5. The undertakings in clauses 3 and 4 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:

5.1. any information which is or in future comes into the public domain (unless because of the breach of this Agreement); or

5.2. 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.

6. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.

7. The Recipient will to the extent technically and reasonably practical, 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 unless necessary for legal, regulatory and/or compliance purposes.

8. Neither this Agreement nor the supply of any information grants the Recipient any license, 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.

9. The undertakings in clauses 3 and 4 will continue in force indefinitely.

10. Each Party undertakes in respect of Confidential Information for which it is the Receiving Party: -

- a) to treat such Confidential Information disclosed by the Disclosing Party as confidential;
- b) not without the Disclosing Party's prior written consent in each case to communicate or disclose any part of such Confidential Information to any person except: -
 - i. only to those personnel of the Receiving Party on a need-to-know basis who are concerned with the Business Purpose;
 - ii. to the Receiving Party's auditors and professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Receiving Party; or
 - iii. where the Receiving Party is ordered by a court of competent jurisdiction to do so or there is a statutory obligation to do so except that the Receiving

Party shall use all reasonable endeavours to first inform the Disclosing Party in writing before any disclosure under such order or obligation is made;

11. This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

Risks

On occasion business information may be disclosed or accessed prematurely, accidentally or unlawfully. Individuals or companies, without the correct authorisation and clearance may intentionally or accidentally gain unauthorised access to business information which may adversely affect day to day business. This agreement is intended to mitigate that risk.

Non-compliance with this agreement could have a significant effect on the efficient operation of the Council’s and may result in financial loss and an inability to provide necessary services to our customers.

Principles

The Council’s will establish specific requirements for protecting information and information systems against unauthorised access.

The Council’s will effectively communicate the need for information and information system access control.

Version History

Revision Date	Reviser	Previous Version	Description of Revision
October 2021	Cliff Dean	0.1	New Policy Draft
October 2021	Cliff Dean	1.0	Joint Policy updates, individual policy abandoned, logo updates, minor text update.
December 2022	Cliff Dean	1.01	Updated approvals

Document Approvals

This document requires the following approvals:

Sponsor Approval
North Kesteven - Executive Board

West Lindsey - Corporate Policy and Resources Committee

Document Distribution

This document will be distributed to:

Name
All Contractors

- Notes:**
1. All roles listed above receive copies, or are notified, of updated versions of the document.
 2. The Method of Issue includes provision of paper or electronic copy of authorised document, or notification by e-mail to those with access to the authorised version on the Intranet.

Policy Compliance

If any internal user is found to have breached this agreement, they may be subject to The Council's disciplinary procedure. If a criminal offence is considered to have been committed further action may be taken to assist in the prosecution of the offender(s). If any external user is found to have breached this agreement, the access will be removed immediately, and restorative actions will be pursued.

Policy Governance

The following table identifies who within The Council's is Accountable, Responsible, Informed or Consulted with regards to this agreement. The following definitions apply:

- **Responsible** – the person(s) responsible for developing and implementing the policy.
- **Accountable** – the person who has ultimate accountability and authority for the policy.
- **Consulted** – the person(s) or groups to be consulted prior to final policy implementation or amendment.
- **Informed** – the person(s) or groups to be informed after policy implementation or amendment.

Responsible	ICT Shared Services Manager
Accountable	Deputy Chief Executive and Director, Change Management, ICT and

	Regulatory Services
Consulted	ICT AD Meeting, Team Manager Meeting, JSCC, ICT Board, CIGG
Informed	All Staff, All contractors, All Elected Members

Review and Revision

This policy will be reviewed as it is deemed appropriate, but no less frequently than every 24 months.

Policy review will be undertaken by ICT Team.

Signatures

Signed on behalf of **{Company Name}** by its duly authorised representative:

Signature:

Name:

Position:

Date:

Signed on behalf of The COUNCIL by its duly authorised representative:

Signature:

Name:

Position:

Date:

