

HADLEIGH INFANT & NURSERY SCHOOL



NON-DISCLOSURE AGREEMENT

2021-2023

Version	1
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Policy produced (date)	December 2021
Policy approved by	SIRO
Policy approved (date)	December 2021
Policy to be reviewed (date)	December 2023

Version History Log for this document

Version	Date Published	Details of key changes from previous version
1	December 2021	New agreement created

Non-Disclosure Agreement

I agree that:

- I will only access information which is relevant to the support I am providing to the school.
- I will abide by Data Protection legislation.
- I will protect the confidentiality of information whilst working on behalf of the school.
- I will not discuss my work for the school, or talk about staff or pupils on social media
- I will not copy or replicate information relating to the school and remove it from school property
- I will read and abide by the school's policies
- I will complete any relevant induction training deemed by the School to be appropriate
- I will immediately report any security breaches I become aware of to the school office

Print name:	
Signature:	
Position:	
School :	
Date:	

Non-Disclosure Agreement for System Access

My role requires access to the system circle the appropriate system below:

System Name:	
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This will provide access to data held and owned by the school.

I must maintain the security of such data and must comply with relevant legislation and guidance, including:

- The General Data Protection Regulations (2016)
- The Data Protection Act 2018
- The Computer Misuse Act (1990)
- The Freedom of Information Act (2000)
- Essex County Council's Policies and Procedures
- System Guidance (to be advised by the System Owner)

I understand that I must treat the information held within the system identified above with the strictest confidence and must not publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or my own benefit to the detriment of any individual.

I acknowledge that I must only access information within the system identified above that is solely relevant to my work on behalf of the school.

I understand that breaches of this agreement will be investigated and may result in disciplinary action. Serious breaches may result in criminal prosecution.

Signed by the Applicant:

Print name:	
Signature:	
Position:	
Organisation:	
Date:	

Approved on behalf of the school:

Print name:	
Signature:	
Position:	
Date:	

You must complete this form before access is given to the requested System.

Annex A - Non-Disclosure Agreement Guidance

Applicability

A non-disclosure agreement (NDA) covers circumstances where information held and owned by the School will be accessed by a third party in circumstances where:

- a) There is no existing contractual agreement with us containing appropriate Information Handling controls and
- b) The individual will have access to our data/ third party data held on
 - i. Our systems and/ or
 - ii. Our data storage network and/or
 - iii. Our manual records and/or
 - iv. Have data communicated to them verbally

And the third party falls into one of the following categories:

- An agency employee
- An employee of a partner organisation
- A Volunteer
- A Trainee
- A Student
- An Apprentice
- A member of a school support association (e.g. a Parent-Teacher Association)
- An individual who runs an activity (e.g. an after-school club)

In these circumstances an NDA must be completed by the individual and held on file.

Breach, termination and continuance

- a) The third party shall permit the School to take all reasonable steps to ensure that the provisions of this Agreement are being complied with.

- b) Failure on the part of the third party to comply with the provisions of this Agreement shall entitle the School to terminate all engagement with the third party (howsoever arising) with immediate effect.

- c) On termination of the third party's engagement howsoever arising the third party undertakes that if so requested by the School, he/ she shall:
 - i. Transfer to the School the whole or any part of the personal data and all other information received or acquired by the third party for the purposes of or in the course of his engagement by the School and
 - ii. Destroy or erase the whole or any part of such personal data and all other information retained by the third party.

- d) On termination the Non-Disclosure Agreement form signed by the individual should be marked for review and destruction one year from the date of the last attendance at the school.