

NON DISCLOSURE AGREEMENT

This Agreement is made the thirty-first day of March, 2020

Between

1) NAME of ORGANISATION'S ADDRESS ("the Information Receiver")

and

2) **Office of Qualifications and Examinations Regulation** of, Earlsdon Park, 53-55 Butts Road, Coventry, CV1 3BH ("the Information Provider") referred to hereinafter as "the Parties" which shall include any of either Party's shareholders, directors, officers, employees, advisers, agents or associated companies throughout the World (collectively "the Representatives").

WHEREAS

The Information Provider intends to make available to the Information Receiver certain Confidential Information (as defined below) relating to the award of grades in GCSE, AS and A level qualifications in 2020("the Project") by way of either written review, or, verbal review and discussion at meetings facilitated by the Information Provider.

IT IS HEREBY AGREED AS FOLLOWS:

1. **CONFIDENTIAL INFORMATION**

1.1 In this Agreement Confidential Information means all business, strategic, financial, technical, editorial, marketing or operational information of whatever kind (whether oral, written, or in any other form) relating to the Information Provider which may be supplied by, or on behalf of, The Information Provider (whether before or after this Agreement is actually signed by the Parties) for the purpose of the Project.

1.2 Confidential Information shall exclude any information which:-

- (a) is or subsequently becomes generally available to the public other than as a result of disclosure or other act or omission by the Information Receiver;
- (b) becomes available to the Information Receiver from a person other than the Information Provider who is not under any duty of confidentiality to the Information Provider in respect thereof;
- (c) is known to the Information Receiver independently from the Information Provider;
- (d) is developed by the Information Receiver independently from the information provided hereunder; or

- (e) is disclosed by the Information Receiver in response to a court order or as otherwise may be required by law

2. UNDERTAKINGS

2.1 In consideration of the Information Provider making available the Confidential Information to the Information Receiver the Information Receiver undertakes to do as follows:

- (a) To keep the Confidential Information in strict confidence and not, without prior express written consent of the Information Provider, to disclose any of the Confidential Information to any other person or use it for any purpose other than the Information Receiver's role in the Project.
- (b) That neither the Information Receiver nor its Representatives shall be entitled to any interest, claim, right or licence, in relation to the Confidential Information, and all Confidential Information supplied will remain the exclusive property of the Information Provider.
- (c) That copyright in all Confidential Information supplied by the Information Provider remains the copyright of the Information Provider and cannot be copied or modified by the Information Receiver (or by any other party) except for the purpose for which it was provided.

2.2 Nothing in these Undertakings shall be taken as precluding the Information Receiver from disclosing information or documents to any governmental or regulatory body as required by law, provided that the Information Recipient shall promptly notify the Information Provider of any request for such disclosure in advance of such disclosure.

3. RECORDS AND RETURN OF INFORMATION

3.1 The Information Receiver will upon written request from the Information Provider promptly deliver or procure the delivery to the Information Provider, or to its order, or at the Information Provider's option destroy, all written Confidential Information provided to it or any of its Representatives and will not retain any copies, extracts or other reproductions, in whole or in part, of such written material. The Information Receiver will, upon the written request of the Information Provider certify that such destruction has taken place in writing to the Information Provider by an authorised officer of the Information Receiver. To the extent any Confidential Information is not so destroyed or delivered, it will nevertheless continue to be held by the Information Receiver and its Representatives in confidence and as trustee for the Information Provider and subject to the terms of this Agreement.

3.2 For the avoidance of doubt, Confidential Information in non-written form shall remain subject to the terms of this Agreement, following the return or destruction of all written material.

3.3 References to 'writing' or 'written material' in this Clause 3 includes material stored on paper, computer disc or tape or otherwise irrespective of storage medium or format.

4. ANNOUNCEMENTS AND DISCLOSURE

- 4.1 The Information Receiver will not make any announcement or disclosure that it is involved in the Project without the prior written consent of The Information Provider.
- 4.2 Where the Information Receiver, with the prior written approval of the Information Provider, agrees to disclose Confidential Information to any third party, the Information Receiver shall execute a non-disclosure agreement with the third party that is in substantial conformity with this Agreement, but which in no event provides less protection to the Information Provider than under this Agreement. The Information Receiver shall use the same degree of care to avoid disclosure or use of the Confidential Information as the Information Receiver employs with respect to its own proprietary or confidential information.

5. ACCURACY

- 5.1 The Information Provider nor any of their Representatives accept any duty of care or other responsibility for, nor do they make any promise, representation, or warranty, express or implied, with respect to the accuracy or completeness of any Confidential Information supplied unless otherwise expressly agreed in writing between the Parties. No such person accepts any liability in respect of the Confidential Information or for the consequences of any reliance on any statement made or contained in the Confidential Information or otherwise in connection with any negotiations unless otherwise expressly agreed in writing between the Parties.

6. DURATION

The undertakings and confirmations contained in this Agreement shall continue in full force and effect for a period of five years from the date hereof.

7. GOVERNING LAW

This Agreement shall be governed by the laws of England and the parties hereto agree to submit to the exclusive jurisdiction of the English courts on all matters relating hereto.

AS WITNESS the hands of the PARTIES:

.....
Signature

For and on behalf of
NAME
ORGANISATION

Name

Title

.....
Signature

For and on behalf of
**Office of Qualifications and
Examinations Regulation**

Name

Title:

OFEQUAL