# HADLEIGH INFANT & NURSERY SCHOOL

# NON-DISCLOSURE AGREEMENT

# 2018-2021

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**Version History Log for this document**

| Version | Date Published | Details of key changes from previous version |
|---|---|---|
| 1 | December 18 | New agreement created |
| | | |

# Non-Disclosure Agreement

**Applicability**

Please note – this agreement covers circumstances where information held and owned by the Organisation 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's employer 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 files

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

**General Agreement**

***Definitions:***

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| **The Supplier** | is the individual being granted access to the Organisation's data and is the signatory at 7.3 below |
| **The Organisation** | is Hadleigh Infants and Nursey School and is the Data Controller for the purposes of Data Protection law, represented by the signatory at 7.4. |
| **DPA** | The Data Protection Act 1998, applicable until May 25th 2018 |
| **GDPR** | The General Data Protection Regulations 2016, applicable from May 25th 2018 |
| **Caldicott** | Principles of handling patients' health data (1997) |
| **FOI** | Freedom of Information Act (2000) |
| **EIR** | Environmental Information Regulations (2004) |
| **Social Media** | Applications such as Facebook, Twitter etc |

***Data Protection:***

The Supplier shall comply with (and shall not do anything or fail to do anything which shall cause the Organisation to be in breach of) the DPA and the GDPR and undertakes as follows:

a. to comply with the DPA/GDPR and their relevant codes of practice;

b. to maintain the confidentiality of all personal data to which authorised access has been granted under the terms of their engagement with the Organisation;

c. to process any personal data supplied by the Organisation only on and in accordance with instructions from the Organisation (including those set out in this Agreement)

d. to provide promptly to the Organisation any information required to allow the Organisation to respond to Subject Access Requests under the DPA/ GDPR within a statutory deadline.

***The Caldicott Principles:***

The Supplier shall comply with (and shall not do anything or fail to do anything which shall cause the Organisation to be in breach of) the Caldicott Principles and undertakes to comply with the following principles:

**The purpose must be *justified*.**

Every proposed use or transfer of personal data within or from the Organisation should be clearly defined and scrutinised, with continuing uses regularly reviewed by an appropriate guardian.

**Personal data must not be used unless it is absolutely *necessary*.**

Personal data should not be used unless there is no alternative.

**The *minimum* necessary personal data information is to be used.**

Where use of personal data is considered essential, each individual item of information should be justified with the aim of reducing identifiability.

***Access* to personal data should be on a strict need to know basis**.

Only those individuals who need access to personal data should have access to it, and they should only have access to the data that they need to see.

**Everyone should be aware of their *responsibilities*.**

Those handling personal data - both frontline and support staff - must be aware of their responsibilities and obligations to respect personal confidentiality

**All persons handling personal data must understand and comply with the *law*.**

Every use of personal data information must be lawful.

**The duty to *share* information can be as important as the duty to protect patient confidentiality.**

Health and social care professionals should have the confidence to share information in the best interests of their patients within the framework set out by these principles. They should be supported by the policies of their employers, regulators and professional bodies.

***'Access to Information' Legislation:***

The Supplier shall comply with (and shall not do anything or fail to do anything which shall cause the Organisation to be in breach of) FOI and EIR and undertakes as follows:

a) To provide promptly to the Organisation any information required to allow the Organisation to respond to requests under FOI and EIR within a statutory deadline.

b) The Organisation shall consider any representations from the Supplier regarding information that may be exempt from disclosure but responsibility for disclosure decisions rests with the Organisation.

***Social Media Activity***

Whether intended or not, content posted on social media regarding your personal life may be viewed by others as representing the Organisation and could possibly affect our reputation and business. The Supplier undertakes to comply with the following principles:

i. Ensure you use good judgement when referring to any element of your work life when engaging in social media in a personal capacity.

ii. Be aware that if you identify the Organisation then any comments or behaviour you exhibit can reflect on the Organisation. It is therefore important that you conduct yourself in a respectful manner across all external communications channels where your comments may be associated with your work.

iii. Do not talk about your job responsibilities and/or work projects, clients or customers on social media

iv. Do not directly engage with journalists via social media about the Organisation

v. Do not post statements, photographs, videos etc. that could be viewed as malicious, obscene, threatening or intimidating, that could disparage clients, customers, suppliers, competitors, or colleagues

vi. Refrain from using social media while on work time or on equipment provided, unless it is work-related as authorised by us

***Organisation Policies and Standards***

a) The Supplier undertakes to read and abide by our policies

b) The Supplier undertakes to complete any relevant induction training deemed the Organisation to be applicable to the work due to be undertaken

***Breach, termination and continuance***

a) The Supplier shall permit the Organisation to take all reasonable steps to ensure that the provisions of this Agreement are being complied with.

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

c) On termination of the Supplier's engagement howsoever arising the Supplier undertakes that if so requested by the Organisation, he/ she shall

I. Transfer to the Organisation the whole or any part of the personal data and all other information received or acquired by the Supplier for the purposes of or in the course of his engagement by the Organisation and

II. Destroy or erase the whole or any part of such personal data and all other information retained by the Supplier.

***Acceptance***

a) The Supplier confirms that he/she has read and will comply with and apply the requirements set out in this agreement in the course of his/her engagement with the Organisation and in the event he/she has access to, shares and/or processes Organisation data or any third party data held on the Organisation systems and/or network.

b) The Organisation signatory confirms that the Supplier's processing of Organisation data:

I. Is necessary and within the conditions for processing of personal data

II. Will be reviewed at least annually and resubmitted for approval if there is a need for the access to continue

III. Will be effectively monitored for compliance with the requirements set out in this document

IV. Will be supplemented by a signed copy of Appendix A if access is required to a 'high risk' system

***The Supplier's acceptance of the agreement:***

| | |
|---|---|
| Print name: | |
| Signature: | |
| Position: | |
| Organisation: | |
| Date: | |

***Acceptance of the agreement on behalf of the Organisation***

*(refer to section 8.b. above)*

| | |
|---|---|
| Print name: | |
| Signature: | |
| Position: | |
| Date: | |

## Appendix A: Non-Disclosure Agreement for System Access

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

| **System Name:** | System 1 System 2 |
|---|---|

This will provide access to data held and owned by the Organisation.

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 Data Protection (Subject Access Modification) (Social Work) Order (2011)
- The Computer Misuse Act (1990)
- The Freedom of Information Act (2000)
- The Caldicott Principles (1997)
- 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 Organisation, or on the behalf of my organisation and with the agreement of the Organisation.

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:**

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| Print name: | |
| Signature: | |
| Position: | |
| Organisation: | |
| Date: | |

**Approved on behalf of the Organisation**

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|---|---|
| Print name: | |
| Signature: | |
| Position: | |
| Date: | |

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