



Contractor Confidentiality Agreement
For
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Confidentiality agreement for third party suppliers

Who are third parties covered by this agreement?

Third parties are defined as retained staff located on-site for a period of time as defined within their contract or who provide systems, or support to council systems remotely. They could include the following:

- Hardware and software maintenance and support staff (for all of the document)
- Hardware and software vendors and service providers.
- Cleaning, catering, security guards and other outsourced support services (for general contractor clause and form on back page)

Information Security Incidents

If an information security incident occurs that affects, or potentially affects the security of Cumbria County Council information, the contractor agrees to notify Cumbria County Council IT service desk as soon as the issue is identified.

It is expected that regular updates on the progress of security incident investigations will be provided to the council Information Security team.

General contractor clause

The Contractor undertakes:

- To treat as confidential all information which may be derived from or be obtained in the course of the contract or which may come into the possession of the contractor or an employee, servant or agent or sub-contractor of the contractor as a result or in connection with the contract; and
- To provide all necessary precautions to ensure that all such information is treated as confidential by the contractor, his employees, servants, agents or sub-contractors; and
- To ensure that he, his employees, servants, agents and sub-contractors are aware of the provisions of the Data Protection Act 1998 and BS7799 and that any personal information obtained from the Authority/Trust/Practice shall not be disclosed or used in any unlawful manner; and
- To indemnify Cumbria County Council against any loss arising under the Data Protection Act 1998 caused by any action, authorised or unauthorised, taken by himself, his employees, servants, agents or sub-contractors.



All employees, servants, agents and/or sub-contractors of the Contractor will be required to agree to and sign a confidentiality statement when they come to any of Cumbria County Council sites where they may see or have access to confidential personal and/or business information (see last page).

Supplier Code of Practice

- 1 The following Code of Practice applies where access is obtained to Cumbria County Council's personal data/information, as defined within the Data Protection Act 1998, for the purpose of preventative maintenance, fault diagnosis, hardware or software testing, repair, upgrade, replacement or any other related activity.
- 2 The access referred to in paragraph 1 above may include:-
 - a. Access to data/information on Cumbria County Council's premises
 - b. Access to data/information from a remote site
 - c. Examination, testing and repair of media (e.g. fixed disc assemblies)
 - d. Examination of software dumps
 - e. Processing using Cumbria County Council's data/information
 - f. Providing a hosted solution for Cumbria County Council
- 3 The Supplier must certify that their organisation is registered appropriately under the Data Protection Act 1998 and legally entitled to undertake the work proposed.
- 4 The Supplier must undertake not to transfer or store the personal data/information out of the UK.
- 5 The work shall be done only by authorised employees, servants, or agents of the contractor (except as provided in paragraph 12 below) who are aware of the requirements of the Data Protection Act 1998 of their personal responsibilities under the Act to maintain the security of Cumbria County Council's personal data/information.
- 6 While the data/information is in the custody of the contractor it shall be kept in appropriately secure means.
- 7 Any data/information sent from one place to another by or for the contractor shall be carried out by secure means. These places should be within the suppliers own organisation or an approved sub-contractor.
- 8 Data/Information which can identify any service user/employee of Cumbria County Council must only be transferred electronically if previously agreed by Cumbria County Council. This is essential to ensure compliance with strict council controls surrounding the electronic transfer of identifiable personal data/information and hence compliance with the Data Protection Act 1998 and ISO/EEX 27001. This will also apply to any direct-dial access to a computer held database by the supplier or their agent.
- 9 The data/information must not be copied for any other purpose than that agreed by the supplier and Cumbria County Council.

- 10 Where personal data/information is recorded in any intelligible form, it shall either be returned to Cumbria County Council on completion of the work or contract, or be disposed of by secure means and a certificate of secure disposal shall be issued to Cumbria County Council.
- 11 Where the contractor sub-contracts any work for the purposes in paragraph 1 above, the contractor shall require the sub-contractor to observe the standards set out in 3-11 above.
- 12 Cumbria County Council shall, wherever practical, arrange for the equipment or software to be maintained, repaired or tested using dummy data that does not include the disclosure of any personal data/information.
- 13 Cumbria County Council reserves the right to audit the supplier's contractual responsibilities or to have those audits carried out by a third party.
- 14 Cumbria County Council will expect an escalation process for problem resolving relating to any breaches of security and/or confidentiality of personal information by the suppliers employee and/or any agents and/or sub-contractors.
- 15 Any security breaches made by the supplier's employees, agents or sub-contractors will immediately be reported to Cumbria County Council's Caldicott Guardian.

Certification form:

Name of supplier: _____

Address of supplier
prime contractor: _____

Telephone number: _____

E-mail details: _____

On behalf of the above organisation I certify as follows:

- The organisation is appropriately registered under the Data Protection Act 1998 and is legally entitled to undertake the work agreed in the contract agreed with Cumbria County Council.
- The organisation will abide by the requirements set out above for handling any of Cumbria County Council's personal data/information disclosed to my organisation during the performance of such contracts

Signed: _____

Name of Individual: _____

Position in organisation: _____

Date: _____

Agreement outlining personal responsibility concerning security and confidentiality of information (relating to service users, staff and the business of the organisation)

During the course of your time within Cumbria County Council's buildings, you may acquire or have access to confidential information which must not be disclosed to any other person unless in pursuit of your duties as detailed in the contract between Cumbria County Council and your employer. This condition applies during your time within Cumbria County Council and after that ceases.

Confidential information includes all information relating to the business of Cumbria County Council and its service users and employees.

The Data Protection Act 1998 regulates the use of all personal information and included electronic and paper records of identifiable individuals (Council service users and staff). Cumbria County Council is registered in accordance with this legislation. If you are found to have used any information you have seen or heard whilst working within Cumbria County Council you and your employer may face legal action.

I understand that I am bound by a duty of confidentiality and agree to adhere to the conditions within the Contract between Cumbria County Council and my personal responsibilities to comply with the requirements of the Data Protection Act 1998.

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| NAME OF ORGNAISATION: | |
| CONTRACT DETAILS: | |
| PRINT NAME: | |
| SIGNATURE: | |
| DATE: | |