

# Type A Confidentiality Agreement

for services that require the providing organisation or  
individuals  
to be registered under the Data Protection Act

Name of Contractor or Individual	
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## 1. Who should sign this agreement:

This agreement is to be signed by any non-NHS organisation or individual providing paid or unpaid work or work experience that requires registration under the Data Protection Act, and who is:

- likely to come into inadvertent contact with the Trust's confidential information, such as through overheard conversations, or patient names on whiteboards – or:
- intended to access the Trust's confidential information, such as for audit, research or other purposes required by the Trust.

This Agreement is not an Information Sharing Agreement, which must also be signed if applicable. It is also not connected to the issue of consent, which must be obtained if applicable.

## 2. Definitions used in this Agreement

- 2.1. The organisation or individual signing this Agreement is referred to as the "Contractor".
- 2.2. Information includes data.
- 2.3. Confidential information means information that it is reasonable to expect will be held in confidence. It may relate to business, or to people, such as the Trust's patients or staff.
- 2.4. Personal information means information that could be identified to a person such as patient or member of Trust staff, as defined in the Data Protection Act 1998.

## 3. The Contractor agrees:

- 3.1. To treat as confidential all Trust information which is derived or obtained, or which comes into the possession of the Contractor; and
- 3.2. To provide all necessary precautions to ensure that all such information is treated as confidential by the Contractor; and
- 3.3. To provide the Trust with an escalation process, with full contact details, for any problems relating to breaches of security or confidentiality; and
- 3.4. That while any of the Trust's information is in the custody of the Contractor it shall be kept in appropriately secure means; and
- 3.5. To be aware of and to comply with the Data Protection Act 1998 and ISO27002, and to be aware that any personal information obtained from the Trust must not be disclosed or used in any unlawful manner; and
- 3.6. To indemnify the Trust against any loss that the Trust incurs under the Data Protection Act 1998 that is caused by the Contractor, whether authorised or unauthorised; and
- 3.7. To ensure that all of its employee(s), servant(s), agent(s) or sub-Contractor(s) who will have access to Trust data covered by the Data Protection Act 1998 comply with this Agreement; receive training in confidentiality and data protection on an annual basis; keep records of this training; and make such records available to the Trust on request; and

- 3.8. That the Trust's information shall be accessed only by those of the Contractor's employee(s), servant(s), agent(s) or sub-Contractor(s) who it has authorised to do so, and who are aware of the requirements of the Data Protection Act 1998, and of their personal responsibilities under the Act to maintain the security of the Trust's personal information; and
- 3.9. That the Contractor is registered appropriately under the Data Protection Act 1998 and is legally entitled to undertake the work proposed, and will advise the Trust in writing immediately if this should cease to be the case; and
- 3.10. To provide a copy of the Contractor's Data Protection Act registration to the Trust before any access is granted; and
- 3.11. Not to transfer the Trust's information out of the European Economic Area unless such a transfer has been registered, approved by the Trust, and complies with the Information Commissioner's guidance on Safe Havens; and
- 3.12. That any of the Trust's information sent from one place to another by or for the contractor shall be sent by secure means. These places must be within the Contractor's own organisation or those of its approved sub-contractor; and
- 3.13. That any of the Trust's information shall be transferred or accessed electronically only if previously agreed by the Trust. This is essential to ensure compliance with strict NHS controls surrounding the electronic transfer of identifiable personal information, and hence compliance with the Data Protection Act 1998 and ISO27002; and
- 3.14. That none of the Trust's information may be copied for any purpose other than that agreed by the Contractor and the Trust; and
- 3.15. That where any of the Trust's information is recorded in any intelligible form, it shall be either returned to the Trust on completion of the work, or disposed of by secure means; and
- 3.16. To report immediately any security breaches of the Trust's information, as defined within the Data Protection Act 1998, to the Trust's Caldicott Guardian, whether actual or suspected, and whether made by the Contractor or its employee, agent, servant or sub-contractor.

#### **4. The Freedom of Information Act 2000:**

This Act applies to all of the Trust's activities. The Contractor shall accept and support the Trust's obligations under the Act. This means that the Trust may have to disclose information about an organisation or individual, in response to a request under the Act, unless the Trust decides that one of the various statutory exemptions applies, such as data protection, or a supplier's detailed pricing.

**5. Agreement:**

Name of Contractor <small>(Full legal name of business, charity etc)</small>	
Full address of Contractor	
Service provided to the Trust	

I agree that the Contractor named above and its employee(s), servant(s), agent(s) and sub-Contractor(s) will abide by this Agreement, and that I am authorised by that Contractor to sign this Agreement.

I agree that the Contractor named above is appropriately registered under the Data Protection Act 1998 and is legally entitled to undertake the work as defined in the relevant contract with the Trust.

Signed	
Name of signatory	
Position	
Date	
Telephone number	
Email	