

# Confidentiality Agreement

## Type B

for services that do

not

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

Contractor name:	
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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 does not require 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.

## 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 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 the Contractor's employee(s), servant(s), agent(s) or sub-Contractor(s) are aware of and comply with this Agreement.

## 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.

Signed	
Name of signatory	
Position	
Date	
Telephone number	
Email	