



LONDON BOROUGH OF BROMLEY

CONFIDENTIALITY OF PERSONAL INFORMATION AGREEMENT (FOR NON-EMPLOYEES)

This Schedule is subject to Clause 24 of the Framework Agreement and the Customer Agreement Appendix 1 Clause 16

DATE:

PARTIES:

(1) **THE LONDON BOROUGH OF BROMLEY**, a local authority at the Civic Centre, Stockwell Close, Bromley, BR1 3UH (hereinafter called "the Council");

and

(2)
(hereinafter called "Party A").

AGREEMENT:

1. Definitions

In this Agreement:

“**Agreement**” means this non disclosure agreement and any amendments to it from time to time

“Confidential information” means any information that is not in or has not entered the public domain and is not generally available to the public or unauthorised third party. This includes all information in any form or medium whether disclosed orally, in writing, in the form of machine readable code or embodied in hardware or any other physical medium which may be imparted in confidence or be of a confidential nature relating to the Council, Members of the Public, prospective business plans or internal affairs of the Council or any Council Service;

“Personal Data” has the same general meaning as set down in Section 1 of the Data Protection Act 1998 and includes any personal information which identifies or helps to identify any person who is employed or receives a service from the London Borough of Bromley. This includes information provided by any other agencies, schools, academies or individuals. Personal data may be held on manual and computerised records.

2. Term

This Agreement will come into force on the date of its execution and will continue in force indefinitely, unless and until terminated in accordance with clause 5 upon which it will terminate automatically.

3. Confidentiality obligations

3.1 Party A agrees and undertakes:

- a. that it will keep confidential information and personal data strictly confidential and will not disclose any part of it to any other person without the Council's prior written consent, and then only under conditions of confidentiality no less onerous than those contained in this Agreement.
- b. that in respect of the Personal Data it will at all times comply with its obligations under the Data Protection Principles set out in the Data Protection Act 1998;
- c. that in respect of the Confidential Information and Personal Data it will comply with the Council's Information Security Policy, Data Protection Policy and associated Codes of Practice;
- d. that it will use the Confidential Information and the Personal Data solely for purposes authorised by the Council;
- e. that it will not disclose any Confidential Information or Personal Data to any third party without the Council's express consent;
- f. that it will treat and safeguard as private and confidential all Confidential Information that is received by or communicated to it and understands that personal information about service users or customers should only be made available to staff, other agencies or individuals in line with the proper performance of Party A's duties and responsibilities and where the Council's procedures allow;
- g. to ensure confidentiality in the manner in which documents containing personal information/data are transported and/or transmitted electronically.
- h. that it will not at any time, without the prior written consent of the Council, take, make or retain any copies, reproductions or facsimiles of any Confidential Information or Personal Data in any form of media or materials;
- i. that it will keep separate all Confidential Information and Personal Data, from all other documents and records;
- j. that it will keep all documents and other materials bearing or incorporating any of the Confidential Information or Personal Data at

_____ , and at no other location without the prior written consent of the Council;

- k. where any Confidential Information or Personal Data are stored in any form, physical or electronic, and the Council requires its destruction, Party A will do so by way of cross-shredding, burning, pulping or pulverising, or by deletion or overwriting, as appropriate, so that the Confidential Information or Personal Data cannot be accessed thereafter. Alternatively, any Confidential Information or Personal Data stored in any form may be returned to the Council for secure destruction.
- l. not to use personal data for Party A's own use or purposes.

3.2 The restrictions in this Clause (3) do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, judicial or governmental respect or order;

4. Warranties

4.1 Party A warrants to the Council that it has the legal right and authority to enter into and perform its obligations under this Agreement.

5. Termination

5.1 This Agreement shall terminate automatically on Party A's last day with the Council

5.2 Upon Termination

- (a) Party A will immediately cease to use the Confidential Information; and
- (b) all the provisions of this Agreement will cease to have effect, save that the following provisions of this Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely); Clauses [1, 3, 5.2 to 5.3 and 6].

5.3 Within five working days following the date of effective termination of this Agreement:

- (a) Party A will destroy or return to the Council (at the Council's option) all media containing Confidential Information which is held outside of the Council's premises and/or stored on any external IT system, and will irrevocably delete and remove all such Confidential Information. For the avoidance of any doubt, this does not apply to Confidential or Personal data held on Council's premises and/or computer systems.

(b) Party A agrees that unless otherwise stated, the obligations and undertakings of confidentiality detailed in this Agreement shall continue in full force and effect until the Council releases it by notice in writing.

6. General

6.1 Party A shall indemnify the Council for any loss or damage to the Council as a result of Party A's breach of the obligations in this Agreement.

6.2 In the event of confidential and/or personal data being disclosed in breach of the above terms, the Council reserves the right to undertake any action deemed necessary;

6.3 Party A understands that if confidential and/or personal data is disclosed without the authority of the Council, they may be committing a criminal offence or a breach of the Data Protection Act 1998 unless there is legal justification for doing so.

6.2 This agreement shall be governed by the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

Signed.....
[Party A]

Name.....

Address.....
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Signed.....
[By and on Behalf of the Council]