



# Berwick Academy

## Confidentiality Agreement

### 1. Purpose

Berwick Academy requires that any personal information, or any other confidential and/or restricted information shared with any third party individual, organisation, company or agency must be the subject of this Confidentiality Agreement.

Any queries arising from this document or its implementation can be taken up directly with the ICT Manager at [jeffersone@berwickacademy.co.uk](mailto:jeffersone@berwickacademy.co.uk) or 01289 305083.

### 2. Responsibilities

All information owners are responsible for ensuring that their information is only accessible to employees of Berwick Academy or to those who have current, signed Confidentiality Agreements.

### 3. The Confidentiality Agreement

#### 3.1 This Confidentiality Agreement is agreed between

3.1.1 [Name].....(Receiving Party)

3.1.2 On behalf of  
[Organisation].....

3.1.3 And [Name].....(Disclosing Party)  
On behalf of Berwick Academy, Adam's Drive, Spittal, Northumberland, TD15 2JF

#### 3.2. The Owner of the information being shared or disclosed is

3.2.1 Name.....

3.2.2 Job title.....

#### 3.3. The Agreement takes effect:

3.3.1 **From:** [Date of commencement of this Agreement].....

3.3.2 **Until:** [Date of termination of this Agreement].....

**3.4 The information covered by this Agreement is**

3.4.1 [Description of the information being shared or disclosed]

3.4.2 Held within (the system, application, file etc where the information is normally kept)

**3.5 The purpose for the sharing of the above information is**

3.5.1 [Purpose]

**3.6** This Agreement is subject to review at least annually and also whenever a change in the law, contracts of employment, and contracts for services with third parties, other procedures or other relevant circumstances occurs.

**3.7** Only the information identified at 3.4.1 above may be shared, and must only be shared for the purpose identified at 3.5.1 above

**3.8** Berwick Academy reserves the right to monitor and audit the use of the data by the Receiving Party during the lifetime of this Agreement.

**3.9** Any incidents of unauthorised access to, processing of or disclosing of the information whilst retained by the Receiving Party must be reported to the school's ICT Manager at [jeffersone@berwickacademy.co.uk](mailto:jeffersone@berwickacademy.co.uk) or on 01289305083.

**3.10** At all times the information must be retained securely by the Receiving Party and must not be shared with any other individual, organisation, company or agency.

- 3.11** Personal information, as defined in the Data Protection Act 1998, must be protected in accordance with the provisions and principles of the Act.
- 3.12** This Agreement may be subject to immediate termination in the event of any breach of its terms. Where the breach is illegal or unlawful, or results in loss or damage to Berwick Academy’s resources or the resources of other authorised users the matter may be referred for legal action under relevant UK legislation.
- 3.13** On termination of this Agreement, all access to the information must be ended, electronic access denied, and any hard copy data must be returned to the school personnel named at 3.2.1 above for secure destruction.

Signature.....  
(For the Receiving Party)

Name.....

Date.....

Signature.....  
(For Berwick Academy)

Name.....

Date.....

*Eddie Jefferson ICT Manager  
April 2014*

<b>Record of issued versions</b>				
<b>Author</b>	<b>Approved date</b>	<b>Committee</b>	<b>Version</b>	<b>Status</b>
Eddie Jefferson	25/06/2014	Full Governing Body	1.0	Final
Eddie Jefferson	11/10/2017	FGP	2.0	
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