

Confidentiality Clause - Duty of Confidentiality



This Confidentiality Clause applies to everyone who does work or provides services on behalf of Windsor and Maidenhead Council, including employees - whether on permanent, temporary/fixed-term or casual contracts - self-employed contractors or consultants, agency staff, volunteers or interns or those on work-experience programmes.

During the period of (and after the cessation of your employment by and/or work for the Council), you have a duty of confidentiality with regard to any information with which you may be provided or to which you may have had access, whether that information has come into your possession or knowledge by authorised, accidental or unauthorised means.

This means that you cannot use for your own (or any other third parties') benefit or pass onto any another person or party, without obtaining express prior permission, any confidential Council information that you receive. This duty of confidentiality lasts until the information is put into the public domain by an authorised representative of the Council.

People employed by or working for the Council in whatever capacity may have access to confidential information by virtue of their responsibilities or by being in an open-plan environment: however inadvertently, they may overhear, have sight of or obtain possession or knowledge of confidential information.

The Council has policies and guidelines relating to Information Security, Data Protection and other legislation relating to personal and/or other data with which you are required to comply. These may be found on the Council's website or on the Council's Intranet. They are available on request. By signing this document you agree to take responsibility for understanding these policies in an appropriate way to ensure that you protect personal information and Council equipment.

The Information Security Policy, appended to this Clause document, defines the approach the Council will take to defining the status of information. In many cases it will be obvious what information is confidential: this could include personal information relating to staff, candidates, consultants or contractors.

[The Council holds personal information about staff electronically and on their personal files which is used for purposes in connection with their employment. It is necessary that HR and Payroll personnel, whether direct employees, self-employed consultants, contractors, temporary/fixed-term staff - whether directly-employed or employed by an agency - volunteers or interns work within this requirement as and when necessary.] *Paragraph for those in HR and Payroll only*

Nothing in this duty should be seen to restrict the provisions of the Public Interest Disclosure Act 1998, which is reflected in the Council's Raising Concerns at Work policy or the Freedom of Information Act 2000.

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[Any breach of this requirement will be regarded as gross misconduct and as such will be grounds for dismissal, subject to the provision of the disciplinary procedure.] *For direct employees only*

Personal Declaration

I have read, understood and will comply with the requirements of the confidentiality clause and understand that any breach of these duties will lead to disciplinary and/or legal action by the Council.

Signed..... Date.....

Name (Please print in capitals).....