**CONFIDENTIALITY AGREEMENT**

**Viewing and provision of content of Casefiles under the provisions of Annex C, CPIA**

**Interpretation**

**Confidential Information** means all confidential information relating to the principal purposes for which collaborative working arrangements have been put in place under which the Individual has been granted access to Council premises, systems or data

This includes information relating to the principal purposes which the Council, its officers or employees directly or indirectly discloses, or makes available, to the Individual before, on or after the date of this agreement. This includes:

1. the fact that discussions and negotiations are taking place concerning matters connected to the principal purposes and the status of those discussions and negotiations;
2. the existence and terms of this agreement;
3. all confidential or proprietary information relating to:
4. the business, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the Council ; and
5. the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the Council;
6. any information, findings, data or analysis derived from Confidential Information;
7. any Shared Personal Data;
8. any other information that is identified as being of a confidential or proprietary nature

Information is not Confidential Information if:

* it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Individual in breach of this agreement (except that any compilation of otherwise public information in a form not publicly known shall still be treated as Confidential Information);
* it was available to the Individual on a non-confidential basis prior to disclosure by the Council, its officers or employees;
* it was, is, or becomes available to the Individual on a non-confidential basis from a person who, to the Individual, is not under any confidentiality obligation in respect of that information;
* it was lawfully in the possession of the Individual before the information was disclosed by the Council, its officers or employees;
* it is developed by or for the Individual independently of the information disclosed by the Council; or
* the parties agree in writing that the information is not confidential.

**Data Protection** means all duties and obligations imposed on the Council as a data controller under the UK Data Protection Legislation. Personal Data and Sensitive Personal Data shall have the meaning set out in the said UK Data Protection Legislation.

UK Data Protection Legislation means the UK General Data Protection Regulation, Data Protection Act 2018 and all Regulations made under that legislation.

**The Individual** means the person named in this Agreement who has been granted access to the Council’s premises, systems or data under the terms of collaborative working arrangements agreed between the Council and the Individual and/or the organisation which employs or otherwise engages the Individual to do work or provide services on their behalf.

**The Agreement**

1. It is recognised by the parties that by virtue of the purpose of the collaborative working arrangement in question or the location within which this work is done, that the Individual may be the recipient of disclosures of Confidential Information or information protected by UK Data Protection Legislation. Such may also occur indirectly because of work being carried out in the shared locations.
2. The Individual shall not, except in the proper course of his/her duties, as authorised or required by law or as authorised by the Council during the period of collaborative working or at any time after the termination of such arrangements:
3. use any Confidential Information or information protected by UK Data Protection Legislation; or
4. make or use any copies of Confidential Information or information protected by UK Data Protection Legislation; or
5. disclose or otherwise publish any Confidential Information or information protected by UK Data Protection Legislation to any person, company or other organisation whatsoever.
6. The Individual shall at all times during the period of collaborative working endeavour to ensure that the Council as data controller as defined by UK Data Protection Legislation is able to meet its obligations as data controller and shall do nothing to undermine the Council’s ability to discharge those obligations. Specifically, when dealing with personal data the Individual shall ensure that the said data is:

* used fairly, lawfully and transparently
* used for specified, explicit purposes
* used in a way that is adequate, relevant and limited to only what is necessary
* accurate and, where necessary, kept up to date
* kept for no longer than is necessary
* handled in a way that ensures appropriate security, including protection against unlawful or unauthorised processing, access, loss, destruction or damage

1. The Individual shall notify the Council without undue delay on becoming aware of any breach of the UK Data Protection Legislation and shall co-operate in the reporting of any personal data breaches.
2. The Individual may disclose Confidential Information to the minimum extent required by an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction.
3. Casefile information provided under Annex C may only be shared with the Crown Prosecution Service for the specific purpose of determining whether such information is required to be disclosed by the CPS to Court. If it is determined that such a disclosure is required, arrangements must be made for the CPS to make a separate Annex E application to the council as per the 2013 Protocol and Good Practice Model.

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| Signed by the Individual |  |
| Print Name and provide collar number if a Police Officer |  |
| Organisation |  |
| Date: |  |
| Signed by and on behalf of City of Bradford MDC |  |
| Name: |  |
| Position: |  |
| Date: |  |