

Angus Council Third Party Access – Confidentiality and Data Protection Compliance

ANGUS COUNCIL, having its main place of business at Angus House, Orchardbank Business Park Forfar DD8 1AN (“Council”, “the Council”) and { AGENT NAME } residing at { ADDRESS } (“the Agent”) who is engaged by the Council on a temporary assignment in terms of an arrangement between the Council and { AGENCY COMPANY NAME AND ADDRESS } (“the Agency”) AGREE AS FOLLOWS:

1. Definitions

“**Data Protection Legislation**” means (i) the General Data Protection Regulation (GDPR) and any applicable national existing or implementing Laws as amended from time to time including the Data Protection Acts 1998 and 2018 and (ii) all other applicable Law about the processing of personal data and privacy.

2. The Agent has been engaged by the Council on a temporary assignment in terms of an arrangement between the Council and the Agency to provide the services more particularly referred to in the annexed Schedule (“the Services”).
3. The Agent requires and the Council has agreed to grant the Agent access to certain Council information systems as set out in the said Schedule and data contained within or to be retrieved from and/or input to the said systems to facilitate provision of the Services to the Council.
4. The Agent may also have direct contact with service users of the Council and related parties in the course of providing the Services.
5. It is desirable that the parties enter into this agreement:-
 - (a) to acknowledge that the Agent understands and agrees to comply with the general obligations of confidentiality that applies to information about service users, their families and third parties which the Agent may become aware of whilst providing the Services to the Council;

- (b) to acknowledge that the Agent understands and agree to comply with the requirements of the Data Protection Legislation and its ancillary principles in so far as these apply to the provision of the Services;
 - (c) so that the Council can fulfil its data protection obligations under the Data Protection Legislation.
6. This Agreement is also required to allow the Council's IT service section to undertake work permitting the Agent to access specified Council systems and data as expressly authorised by the appropriate Council Head of Services or alternate; and to ensure that the Agent is aware of and complies with the Council's obligations to its service users, their families and any third parties in terms of client confidentiality and data protection.
7. Therefore, the Agent undertakes:
- (a) to keep confidential (and not to disclose to any other person) all/any data accessed on Council systems, manual records or otherwise that may come to the attention of the Agent in the course of performing the Services and not to disclose same to any third party other than directly to Council employees as required in connection with the provision of the Services or otherwise as may be required by statute;
 - (b) to observe and apply such confidentiality and standards of data protection to such data, for example, use of information security and data protection as are required of Council staff and as may reasonably be required by and communicated by the Council to the Agent from time to time;
 - (c) to undergo the Council's standard data protection/information security training module(s) as may reasonably be required by the Council from time to time (to no

greater extent as such are required to be undergone by the Council's staff generally).

8. The duties of confidentiality set out in this Agreement continue to apply even if and when the Agent ceases to provide the Services to the Council for whatever reason.

Agreed by the Agent

Agreed by Angus Council

Name:

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Name:

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Post:

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Post:

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Date:

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Date:

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Schedule

This is the Schedule referred to in the foregoing agreement between { NAME OF AGENT } and the Council.

The Services

The Agent shall undertake/provide the following Services:

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and/or such other Services as the parties shall agree.

The Agent will have access to the following Systems:

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and/or such other Systems as the Council may authorise in writing.

All access to the Systems will be disallowed immediately on cessation of the Services.

Location where the Services are to be provided:

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and/or at such other Council location or premises as the Council may require from time to time.

Period when the Services are to be provided:

and/or for such other Period(s) as may be agreed between the parties.

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Agreed by the Agent

Agreed by the Council