

THIRD PARTY CONFIDENTIALITY AGREEMENT

BETWEEN

CUMBERLAND HOUSE SURGERY

AND

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**INTRODUCTION**

This agreement aims to ensure that any contractor or third party required to work on Practice premises is aware of the confidentiality requirements of the practice.

**AGREEMENT**

Contractor name: \_\_\_\_\_

will ensure that all personnel representing

Contractor name: \_\_\_\_\_

Visiting Cumberland House Surgery are made aware of their duties and responsibilities with regard to confidentiality, as set out below, before they visit the practice.

*Cumberland House Surgery* reserves the right to refuse access to any representative of

Contractor name: \_\_\_\_\_

If, in the practice's opinion, there is any doubt about that person's commitment to abide by this confidentiality agreement.

**COMPANY REPRESENTATIVES VISITING THE PRACTICE**

***All visitors must report to reception on arrival.***

All employees, representatives/agents and/or sub-contractors of the Contractor will be required to agree to and sign a confidentiality statement when they come to any of the Practice sites where they may see or have access to confidential personal and/or business information

Visitors must remain in the presence of a member of the practice staff at all times whilst they are on the practice premises.

Whilst on the practice premises, visitors must refrain from engaging in unnecessary conversation or gossip, either with practice staff or with members of the public who may or may not be known to them. The very fact that a person is visiting their surgery is confidential and should not therefore be discussed with anyone at any time.

Any information, no matter how irrelevant or trivial it appears, which is seen or overheard whilst working in the surgery must not be discussed with or disclosed to anyone else (including practice staff and/or attached staff) under any circumstances.

**AGREEMENT**

Contractor name: \_\_\_\_\_ hereby agrees:

- To treat as confidential all information which may be derived from or be obtained in the course of the contract or which may come into the possession of the contractor or an employee, representative/agent or sub-contractor of the contractor as a result or in connection with the contract; and
  - To provide all necessary precautions to ensure that all such information is treated as confidential by the contractor, his employees, representatives/agents or sub-contractors; and
  - To ensure that he, his employees, representatives/agents and sub-contractors are aware of the provisions of the Data Protection Act 1998 and ISO 27002 and that any personal information obtained from the Practice shall not be disclosed or used in any unlawful manner; and
  - To indemnify the Practice against any loss arising under the Data Protection Act 1998 caused by any action, authorised or unauthorised, taken by himself, his employees, representatives/agents or sub-contractors.
  - To ensure that all of his employees and other agents will be made aware of, and conform to, the policy set out above when visiting [*practice name*], and acknowledges that any breach of confidentiality may be grounds for termination of the contract between Cumberland House Surgery and Contractor Name: \_\_\_\_\_
  - To report any security or confidentiality breaches made by himself, his employees, representatives/agents or sub-contractors immediately to the Information Governance Lead and/or Practice Manager.

**SIGNED ON BEHALF OF [*CONTRACTOR NAME*]:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Capacity in which this Agreement is signed: \_\_\_\_\_

Date: \_\_\_\_\_