

SPURGEONS CONFIDENTIALITY AGREEMENT

1. It is anticipated that all staff working with Spurgeons will in the course of his/her duties have access to a considerable amount of Confidential Information. Confidential Information means information, in whatever form (including, without limitation, in written, oral, visual or electronic form), relating to the business, service users, affairs and finances of Spurgeons that is for the time being confidential and trade secrets and will include (but is not limited to) [insert some specific examples e.g. business plans, the identity and contact details of service users, service user records, records of staff etc.].
2. Anyone working for Spurgeons must not (except in the proper course of their duties, as authorised or required by law or as authorised by a Senior Officer) use, make or use any copies of, or disclose any Confidential Information to any person, company or other organisation. This applies both during and after working with Spurgeons.
3. It is expected that all staff understand the importance of treating Confidential Information in a discreet and confidential manner. All staff are responsible for protecting the confidentiality of Confidential Information and shall:
 - (a) use their best endeavours to prevent the use or communication of any Confidential Information by any person, company or organisation (except in the propose course of duty, as required by law or as authorised by a Senior Officer);
 - (b) inform Spurgeons immediately on becoming aware or suspecting that any such person, company or organisation knows or has used any Confidential Information;
 - (c) keep Confidential Information secure at all times; and
 - (d) ensure that any Confidential Information which is to be destroyed is shredded before disposal.
5. If telephone request are made for information (whether Confidential Information or otherwise) the recipient should take the name, telephone number and agency and make a return call with such information as may be given subject to this or any other relevant procedural note.
6. Any breach of this notice may be considered to amount to gross misconduct and result in action being taken under Spurgeon's disciplinary procedure.



7. This personally signed document will be retained on your personal file.

8. Nothing in this notice shall prevent a member of staff from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996 in accordance with Spurgeon's whistleblowing policy.

I acknowledge receipt of a copy of the notice to staff on confidentiality, confirm that I understand the content and my obligations under the notice, and agree to comply with the notice at all times.

Signed

Print Name

Service/Department

Date

