**CONTRACTOR CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT is made on DATE

BETWEEN:

(1) (AGENTS NAMES) i.e. BLOGGS &JONES (“The Company"); and

(2) NAME & ORGANISATION (“The Contractor”)

For the purposes of this Agreement:

“**Confidential Information**” means all information provided, made available, or otherwise accessible to the Contractor and/or the Contractor’s Representatives, whether directly or indirectly, that: (i) is marked confidential, limited distribution or with a similar designation; or (ii) if unmarked, which the Contractor should reasonably know is or likely to be confidential. For the avoidance of doubt, this shall include any information contained on or derived from the Company’s hardware and/or software (including but not limited to any document, electronic file, disk, microfiche, cassette, CD ROM, DVD, note, extract, analysis or any other method of storing, representing, recording or recalling information which contains, reflects or is derived from the Company’s hardware and software);

“**Contractor’s Representatives**” means any of the directors, officers, employees, consultants, sub-contractors or agents of the Contractor; and

“**Contractor’s Activities**” means the services to be provided to our Company by the Contractor or by any of the Contractor’s Representatives [in accordance with the Contract dated [date] and] as more precisely defined by discussions between both parties.

“**Data Controller**” means The Company, which alone or jointly with others, determines the purposes and means of the processing of personal data.

“**Data Processor**” means “The Contractor” which processes personal data on behalf of the “Data Controller”.

IT IS AGREED as follows:

1. Whilst undertaking the Contractor’s Activities, the Contractor and/or the Contractor’s Representatives may have access to materials in any medium that contain, refer to or relate to Confidential Information of the Company.
2. The Data Protection Act 2018 and the General Data Protection Regulation (“GDPR”) regulates the use of computerised information and paper records of identifiable individuals and the Company is registered in accordance with this legislation. The Contractor is bound by the above duty of confidentiality and must adhere to the requirements of the Data Protection Act 2018 and GDPR.
3. The Contractor must hold all materials in any medium that contain, refer to or relate to Confidential Information of the Company in trust and confidence and obtain, inspect and use such information solely for purposes of providing the Contractor’s Activities.
4. The Contractor may not make or retain any copies of, or otherwise make any record of, the Confidential Information of the Company except as required for the purposes of providing the Contractor’s Activities.
5. The Contractor may disclose the Confidential Information of the Company to the Contractor’s Representatives but only to such extent as is necessary for the purposes of providing the Contractor’s Activities, or to any governmental or other authority or regulatory body as required by law, and in each case subject to the Contractor first informing the person in question that the Confidential Information is confidential.
6. The Contractor must use all reasonable efforts to ensure that the Contractor’s Representatives abide by this duty of confidentiality and do not do any act which, if done by the Contractor, would be a breach of this Agreement.
7. The Contractor must not disclose the Confidential Information of the Company to any other person, unless such disclosure is required by law, without obtaining prior written authorisation from the Company. Such authorisation will be subject to the Contractor first informing the person in question that the Confidential Information is confidential and obtaining from the person in question an undertaking to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.
8. The Contractor must ensure that the Confidential Information of the Company is secured against theft, damage, destruction, or unauthorised use or access.
9. The Contractor must use all reasonable efforts to ensure that the Contractor’s Representatives abide by this duty of confidentiality and do not do any act which, if done by the Contractor, would be a breach of this Agreement.
10. The Contractor (“Data Processor”) must assist the Company (“Data Controller”) in meeting its GDPR obligations in relation to security of processing, notification of personal data breaches and data protection impact assessments.
11. The Contractor (“Data Processor”) must assist the Company (“Data Controller”) in providing subject access and allowing data subjects (individuals) to exercise their rights under the GDPR.
12. At the conclusion of the work done, or upon demand by The Company, the Contractor shall use all commercially reasonable efforts to return or destroy or cause to be returned or destroyed, in a prompt manner, all materials in any medium that contain, refer to or relate to the Confidential Information of the Company which are in the Contractor’s possession or control or in the possession or control of any of the Contractor’s Representatives. The Contractor’s obligations include the obligation to use all commercially reasonable efforts to expunge all Confidential Information of the Company from any systems or equipment in the possession or under the control of the Contractor or into which the Confidential Information of the Company was programmed or inserted by or on behalf of the Contractor or the Contractor’s Representatives. No copies may be made or retained by the Contractor or the Contractor’s Representatives of any Confidential Information of the Company.
13. Any Confidential Information of the Company that is not returned or destroyed pursuant to this Agreement shall continue to be subject to the confidentiality and non-disclosure provisions of this Agreement notwithstanding any expiration or termination of this Agreement.
14. This constitutes the entire agreement.
15. This Agreement shall be governed by the laws of England and Wales.

Issued for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed: ………………………………………..

I confirm my agreement to the above terms and conditions

Signed: ……………………………………

Name: ……………………………………

For and on behalf of the Contractor

Dated: ……………………………………