

Standard Operating Procedures (SOP) for:			
<b>Confidentiality Agreements</b>			
SOP Number:	<b>DG03</b>	Version Number:	<b>1.1</b>
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Authorisation:	
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Date	<b>15 July 2014</b>

Accountability:	
Position	Line Managers
Responsibility:	
Position	Procuring Officer/ Senior Member of QMUL Staff Third Parties

Revision History			
Version	Description	Author	Date
1	Initial version.	Nick Good	18/08/2010
1.1	Annual Review – some re-wording	Kris Bush	11/07/14

Purpose and Objective:	
<p>The purpose of this SOP is to ensure that anyone who has the ability to access information has signed an appropriate confidentiality agreement (CDA).</p> <p>It should be noted that all staff, including those on honorary contracts, and students will already have signed CDAs as part of their employment or educational contracts. There is therefore no need for these individuals to sign additional CDAs.</p> <p>It is, however, essential that all others, e.g. consultants, third party contractors and visitors, sign an individual CDA or that their access to information is covered by a CDA (e.g. signed on their behalf by their employer). This must happen before gaining access to any QMUL information held in physical or electronic form, e.g. information that would enable them to tender for a contract. Such information includes, but is not limited to, IT network or system set-up and related procedures.</p>	

References:
<p>SOP DG04 – Contracting for IT Services  SOP DG09 – Information Classification  SOP DG12 – Cryptographic Controls  SOP DG15 – Handling Information  QMUL’s published Confidentiality and Procurement Policies (including the Statement of Confidentiality).</p>

SOP Text

	Responsibility	Activity
1.	Procuring Officer/ Senior Member of QMUL Staff	To comply with legislation and best practice guidelines protecting confidentiality, information shall only be supplied to third parties subject to the conditions set out in this procedure.
2.	Procuring Officer/ Senior Member of QMUL Staff	A senior member of QMUL staff shall take personal responsibility for maintaining confidentiality of information provided to third parties.
3.	Procuring Officer/ Senior Member of QMUL Staff	When contacting an external company that may be considered as a potential supplier of IT or other information related services to the QMUL (including information held in paper formats) the Procuring Officer or senior member of QMUL staff shall ensure that the company is aware of the QMUL's confidentiality policy. Refer to SOP DG04 – Contracting for IT Services.
4.	Procuring Officer/ Senior Member of QMUL Staff	The Procuring Officer or senior member of QMUL staff will, in the first instance, check whether the external supplier is subject to an existing CDA and if not, or where there is uncertainty, he will send to the external supplier, a copy of the standard confidentiality agreement for signature. See Appendix A for an outline CDA. If required, a more detailed CDA shall be drafted with the assistance of the QMUL Procurement department.  The CDA shall be signed by a senior member of QMUL staff with sufficient seniority to ensure that these terms are met.
5.	Procuring Officer/ Senior Member of QMUL Staff	Only once a signed copy of the CDA has been received, and placed on file, shall the supplier be provided with a work specification or any details of the QMUL's information systems.
6.	Third Parties	Information supplied by the QMUL shall be stored in a secure environment at all times (e.g. in a locked cupboard). Where stored electronically, the QMUL recommend encryption is employed where possible. Refer to SOP DG12 – Cryptographic Controls.
7.	Third Parties	Where Confidential or Restricted data (as defined in SOP DG09 – Information Classification) is to be transferred across the Internet, or by removable media, encryption shall be employed. Refer to SOPs DG12 – Cryptographic Controls and DG15 – Handling Information.
8.	Third Parties	Contractors shall only have access to information (on a need to know bases) in order to carry out agreed tasks.
9.	Third Parties	The information shall only be used for the purpose for which it is supplied.
10.	Third Parties	Information supplied shall not be disclosed to any other organisation or individual without the prior written consent of the senior member of QMUL staff.

11.	Third Parties	Once the task has been completed, the original information shall be returned to the responsible senior member of QMUL staff as soon as possible. No copies of information shall be retained by the third party without the approval of the senior member of staff.
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**List of appendices**

<b>Appendix</b>	<b>Appendix name</b>	<b>Location</b>
Appendix A	Outline Confidentiality Agreement	On page 4

## Appendix A: Outline Confidentiality Agreement

Queen Mary

University of London

### CONFIDENTIALITY UNDERTAKING

- 1) We [ ] (the Receiving Organisation) acknowledge that Queen Mary, University of London (QMUL) has agreed to provide or otherwise disclose information on QMUL owned Intellectual Property in relation to [ ] and that this information is confidential to QMUL.
- 2) The Receiving Organisation agrees that, in respect of all such Information/ Material received or obtained by it from QMUL (“the information”), the Information/ Material remains the property of QMUL) and that the Receiving Organisation will:
  - i) treat the Information/Material as confidential and apply no lesser security measures to the Information/Material than that party applies to its own confidential information;
  - ii) not disclose the Information/Material to any third party without the prior written consent of QMUL.
  - iii) use the Information/Material solely for the purpose of the business activities set out in 1 above;
  - iv) hand over to QMUL all documents, copies and notes exchanged between the parties to the extent that they contain the Information/ Material, within one month of receipt of a written request from QMUL.
- 3) The Receiving Organisation further agrees that: the requirements of paragraph (2) shall not apply to any part of the Information/Material which:
  - i) is in or comes into the public domain without breach of this undertaking by such party;
  - ii) is lawfully received by the Receiving Organisation from a third party without breach by the Receiving Organisation or such third party of an obligation of confidence towards QMUL;
  - iii) can be shown to have been in the lawful possession of the Receiving Organisation prior to receipt from QMUL or to have been developed by or for the receiving organisation at any time independently of any disclosure by QMUL;

- 4) With respect to the Information/Material, this Undertaking replaces any previous agreement or understanding, whether written or oral, between the Receiving Organisation and QMUL.
- 5) This agreement is subject to the Laws and Jurisdiction of the English Courts.

SIGNED for and on behalf of  
Queen Mary, University of London

\_\_\_\_\_  
Authorised signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SIGNED for and on behalf of

\_\_\_\_\_  
Authorised signatory

\_\_\_\_\_  
(The Receiving Organisation)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date