IT Services Policy

DG03 – Third Party Access to Information

Previously Known as: Confidentiality Agreement SOP
Prepared by: <Shelim Miah>
Version: 2.1
## Effective Date:
02/02/2023

## Review Date:
02/02/2024

### Reviewers:
- Rhianne Short, Information Security Manager
- Shelim Miah, Risk & Governance Manager

### Policy Owner:
**Name/Position:** Rachel Bence, Chief Information Officer

### Previous name & number:
- DG03 Confidentially Agreement

### Revision History

<table>
<thead>
<tr>
<th>Version</th>
<th>Description</th>
<th>Author</th>
<th>Date</th>
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<tr>
<td>1.0</td>
<td>Initial version.</td>
<td>Nick Good</td>
<td>18/08/2010</td>
</tr>
<tr>
<td>1.1</td>
<td>Annual Review – some re-wording</td>
<td>Kris Bush</td>
<td>11/07/2014</td>
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<tr>
<td>1.2</td>
<td>Added appendix B for contractors to sign CDA</td>
<td>Shelim Miah</td>
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<td>1.3</td>
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<td>Shelim Miah</td>
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<td>2.1</td>
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<td>2.2</td>
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<td>Shelim Miah</td>
<td>02/02/2023</td>
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### Authorisation:

**Name / Position:** Rachel Bence, Chief Information Officer

**Signature:** 
R. Bence

**Date:** 02.02.2023
1 Policy Statement

1.1 This policy ensures that anyone who accesses QMUL information complies with legislation and best practice guidelines and is aware of the conditions of their access.

1.2 The Policy aims to:

- Outline the expectations of individuals accessing QMUL owned information.
- Ensure QMUL information is controlled and is used for the purpose it was intended for
- Ensure QMUL information is accessed by those who are authorised to do so
- Outline roles & responsibilities
- Enhance communications

2 Scope

2.2 This policy applies to consultants, third party suppliers, contractors, temps and visitors, who will need to sign an individual CDA or whose 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.

2.3 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.

3 Policy Detail

3.1 A senior member of QMUL staff must take personal responsibility for maintaining confidentiality of information provided to third parties.

3.2 When contracting an external company, i.e. contract staff or other information related services (including information held in paper formats) the Procuring Officer or senior staff member of QMUL must make the company aware of QMUL’s confidentiality policy. Refer to DG04 – Contracting for IT Services.

3.3 The Procuring Officer or senior staff member of QMUL will, in the first instance, check whether the external supplier has an existing CDA and if not, or where there is uncertainty, a copy of the standard confidentiality agreement can be sent for signing (see Appendix A for an outline CDA). If required, a more detailed CDA can be drafted with the assistance of the QMUL Procurement department.

3.4 The CDA must be signed by a senior staff member of QMUL with sufficient seniority to ensure that these terms are met.

3.5 Only once a signed copy of the CDA has been received and placed on file may the supplier be provided with a work specification or any details of QMUL’s information systems.
3.6 Information supplied by QMUL must be stored in a secure environment at all times (e.g. in a locked cupboard). Where stored electronically, the QMUL recommended encryption is employed where possible. Refer to DG12 – Cryptographic Controls.

3.7 Where information classified as Restricted or higher (as defined in DG09 – Information Classification) is to be transferred across the Internet, or by removable media, encryption must be employed. Refer to DG12 – Cryptographic Controls and DG09 – Handling Information.

3.8 Contractors must only have access to information on a need-to-know basis in order to carry out agreed tasks.

3.9 The information shall only be used for the purpose for which it is supplied.

3.10 Information supplied must not be disclosed to any other organisation or individual without the prior written consent of the senior staff member of QMUL.

3.11 Once the task has been completed, the original information must be returned to the responsible senior staff member of QMUL as soon as possible. The third party shall retain no copies of the information without the approval of QMUL.

4 Process and Procedures

4.1 The associated processes and guidance documents can be found by visiting the ITS webpage.

5 Roles & Responsibility

5.1 The Risk and Governance Manager will be responsible for initiating the review cycle for the policy, process document. The Document owner will assess and incorporate any comments or feedback received.

5.2 Once the document has been updated, the Risk and Governance Manager will take the document to the appropriate board for approval. All approved documentation is to be stored in a central repository and uploaded to the web where applicable.

6 Monitoring

6.1 It is mandatory for consultants, third party suppliers, contractors, temps and visitors, to comply with this IT Policy and any associated procedure. Where non-compliance is identified, ITS will escalate to senior management for action to be taken and may block or withhold access until the issue has been rectified.

6.2 Checks will be made by the Risk and Governance Manager or an auditing consultant and the findings will be reported to the IT Lead Team (ITLT) in the first instance for corrective actions to be issued.

6.3 The Risk & Governance Manager is responsible for the monitoring, revision and updating of this policy.
7 Exceptions

7.1 In the event of an exception that is not addressed by this policy, the matter will be firstly referred to the ITLT.

7.2 The ITLT will then make a decision or refer this to the IT Strategy Board (ITSB) for further guidance as necessary.

8 References

- SOP DG03 – Confidentiality Agreement Standard Operating Procedures
- 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).
## Appendix A – Definitions

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<th>Term</th>
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<tr>
<td>QMUL</td>
<td>Queen Mary University of London</td>
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<tr>
<td>CDA</td>
<td>Confidentiality Non-Disclosure Agreement – in which information is released to the signee who agrees to protect and use the information in accordance to the agreed terms.</td>
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<tr>
<td>JANET</td>
<td>Joint Academic Network, the organisation the provides QMUL with Internet connectivity</td>
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<td>ITS</td>
<td>IT Services</td>
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<td>BYOD</td>
<td>Bring Your Own Device refers to users using their own device (which is not owned or provided to the individual by QMUL) to access and store QMUL information, whether at the place of work or remotely, typically connecting to QMUL's Wireless Service.</td>
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<tr>
<td>Data Controller</td>
<td>The entity, including an individual, group or organisation (in this case QMUL) who determines the purposes for which and the manner in which any personal data are, or are to be, processed.</td>
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<tr>
<td>User[PS2]</td>
<td>A member of staff, enrolled student, contractor, visitor, or another (any other) person authorised to access and use QMUL’s systems.</td>
</tr>
<tr>
<td>ITLT</td>
<td>IT Lead Team – Team of Senior Managers consisting of the Assistant Directors of IT, Faculty Relationship Managers and Chaired by the CIO.</td>
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<tr>
<td>ITSB</td>
<td>IT Strategy Board – Team of Executive Managers consisting of Vice Principals and the CIO, who oversee the delivery of the IT Strategy.</td>
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<td>Account Sponsor</td>
<td>Can be a line manager or person of authority that is responsible and accountable for an IT Account that has been issued.</td>
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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 [ ] (the role/Project) 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 and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this policy or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

6) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter.

SIGNED for and on behalf of
Queen Mary University of London

__________________________
Authorised signatory

__________________________
Title

__________________________
Date

SIGNED for and on behalf of
(The Receiving Organisation)

__________________________
Authorised signatory

__________________________
Title

__________________________
Date
11Appendix C - Outline Contractor/Temporary Staff Confidentiality Agreement

Queen Mary University of London

CONFIDENTIALITY UNDERTAKING

1) I [ ] (the Receiving Contractor/Temporary Staff) acknowledge that Queen Mary University of London (“QMUL”) has agreed to provide or otherwise disclose information on QMUL owned Intellectual Property in relation to [ ] (the role) and that this information is confidential to QMUL.

2) The Receiving Contractor 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 Contractor/Temporary Staff 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 Contractor/Temporary Staff 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 Contractor/Temporary Staff from a third party without breach by the Receiving Contractor/Temporary Staff or such third party of an obligation of confidence towards QMUL;

iii) can be shown to have been in the lawful possession of the Contractor/Temporary Staff prior to receipt from QMUL or to have been developed by or for the receiving Contractor/Temporary Staff 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 Contractor/Temporary Staff and QMUL.

5) This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this policy or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

6) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter.

SIGNED for and on behalf of Queen Mary University of London

Authorised signatory

Title

Date

SIGNED by the Contractor/Temporary Staff

Signature

(Contractor/Temporary Staff) Title

Date