

Dear All

Following the introduction of GDPR this year, Data Protection and confidentiality are extremely important issues for the Company (Skills People Group). Whilst measures are being taken in relation to our electronic security, it is also a requirement that our documentation is kept up to date and our policies and procedures relevant to the current legal regime.

The rules in respect of Data and Confidentiality are set out below; these rules supplement any contractual obligations and guidance in existing contracts and handbooks. It is a requirement that all staff, employees, contractors and personnel working with or for the Company agrees these rules and signs this document. A refusal to sign without good reason may be considered a failure to follow a reasonable management instruction, particularly given that all staff members have contractual obligations in respect of confidentiality.

1. Definitions

- Data includes all documentation: information, including Confidential Information (whether electronic or hardcopy), details, memos, telephone notes, letters, emails, fax and/or all and any materials produced, prepared, drafted or created during the course of employment or service with the Company.
- During the course of employment or service with the Company: includes but not limited to work, preparation or labour of any kind done on the Company premises, or otherwise in accordance with any instructions, contract or directions given by the Company, or in relation to any Company work of any kind, including research, and work in relation to prospective clients, customers and projects whether continued by the Company or not. This will include any documentation worked on at home, off company premises, or on personal computers, tablets or devices of any kind.
- Confidential Information: information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) which is not in the public domain relating to the business, products, affairs and finances of the Company for the time being confidential to the Company and trade secrets including, without limitation, technical data and know-how relating to the business of [the Company or any of its business contacts.
- Service with the Company: Employment or Contract for Service

2. Confidential Information

The Company owes obligations to staff members, customers, clients and/or other entities for which the Company has contractual obligations. The rules in relation to Confidential Information are prepared on that basis.

- a. At no point either during or after Service with the Company is Confidential Information to be:
 - i. Passed, leaked or sold to any third party or competitor
 - ii. Handled, or dealt with in such a way that would be detrimental to the Company or its reputation, ongoing or potential business contracts and/or prospects
- b. During the course of your Service with the Company you will become privy to Confidential Information in addition to sensitive trade information, secrets and/or price lists, strategies or methods of working. All such information is classed as Confidential Information and is covered under this section.
- c. Following the termination of your employment or contract you are required to return all Confidential Information. Final pay may be withheld until this section is complied with.

3. Data

The Company owes obligations to individuals under GDPR and in order to be compliant with current legislation it is important that all staff members comply with rules in relation to Data.

- a. All Data, whether personal data or otherwise is to be treated with the utmost care by any person handling or dealing with Data.
- b. Data is classed as Confidential Information and must therefore be dealt with in compliance with section 2.
- c. Data is contained not only in an electronic form, but also on hardcopy materials such as hardcopy letters and memos. All staff and any persons in Service with the Company are to ensure that Data is kept in a secure manner, including ensuring devices are password protected, offices and desks are kept tidy and filing is completed promptly. Devices containing Data and Confidential Information that are in your possession are your responsibility and therefore if there is a breach of Confidential Information or Data from your device you will be held responsible.
- d. Data is not to be disclosed in relation to a Data request or a request under GDPR, all such requests are to be passed to the Data Protection Officer for action. You may be asked for Data following a GDPR request, which you are to comply with promptly, without delay and to the best of your ability, providing your results to the Data Protection Officer only.
- e. Following the termination of your employment or contract you are required to return all Data. Final pay may be withheld until this section is complied with.

4. Social Media and the Internet

- a. At no point is Data or Confidential information to be uploaded onto the Internet, saved in email accounts, other than your designated account provided to you by the Company, or saved or shared using any messaging or sharing sites or applications of any kind.
- b. No information regarding the Company, staff members, customers, clients or any other person or matters related to your service with the Company or the business of the Company is to be put on any social media sites or applications unless you have been informed to do so in writing by a Director.

5. Penalties

All staff, employees, personnel and contractors are required to comply with these rules. Failure to comply with these rules will be classed as a gross misconduct offence and liable for summary dismissal (dismissal without notice).

Any staff member or employee suspended pending an investigation into breach of these rules will be required to surrender their devices, passwords and any documentation that is requested to further the investigation. Any attempts to delete device history, alter information, delete emails or interfere evidence will be classed as a further allegation of gross misconduct.

Whilst sanctions may be applied up to and including dismissal without notice, a breach of these rules may also result in a deduction from wages, or the withholding of pay including holiday pay and/or notice pay to indemnify the Company against any cost associated with a breach that you have been held responsible for.

Any breach of the above sections, including failure to return Data or Confidential Information, either on demand or following termination may be considered to be theft of Company property and may be reported to the Police for a criminal prosecution. The Company may also pursue you in the Civil Courts in addition to any criminal prosecution in relation to any cost and/or damage to the Company for your breach of these rules.

Signed:.....

For and on Behalf of the Company

Signed:.....

Name:

Dated: