

## Resources Directorate

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Dear user

### Confidentiality Agreement for HR Systems, Files & HR Data Dashboards (PowerBI)

All staff handling information must read, understand and agree to comply with the Information Compliance Policy of the Warwickshire County Council (**the Council**), including its associated standards and procedures, and complete the eLearning Information Compliance module WFW MR081 through the Learning Hub.

As a user of HR systems, including, but not limited to, the Human Resource Management System (HRMS), MHR iTrent (Your HR), Human Resources Employee Records (HRER), Employee Absence Direct (EAD) or Hornbill, (together referred to as **HR Systems** in this agreement) and/or HR Data Dashboards (PowerBI). You must also read, understand, and agree to comply with your obligations as set out in this confidentiality agreement by signing the duplicate copy and returning it for our records. This agreement does not replace your information responsibilities as set out in the Council's overarching information governance but reinforces some of the core requirements in so far as access to the HR Systems and related HR information is concerned.

As a user of HR Systems and/or HR Data Dashboards (PowerBI) you will routinely have access to confidential information which will be fundamental to the performance of HR activities. By signing this agreement, you agree to ensure that any information you create, receive, hold, or transmit through the HR Systems and/or HR Data Dashboards is always handled securely and confidentially. You also acknowledge and confirm that you will not share the information you have access to with any other individuals within Warwickshire County Council or externally. Visibility to such data and information is based on employees role and/or responsibilities and therefore should not be shared with others.

If you no longer require access to some or all the HR Systems and/or HR Data Dashboards (Power/BI) due to a change in your role and/or responsibilities you must notify HR immediately so that your access can be revoked. With Data Dashboards it is also recommended you contact Business Intelligence to ensure your access to the dashboards is amended accordingly.

Should you need to demonstrate HR Systems and/or HR Data Dashboards to new starters or team members it is recommended you use training data created for this purpose and not real data on the development or live environments, this ensures we maintain confidentiality. If you require access to test systems, please ask your manager to raise a request on the HR & Payroll Hornbill Portal. For HR Data Dashboards please speak to Business Intelligence who will be able to give access to a non-confidential portal for training purposes.

### Confidentiality

You must not:

- share your password with others or write it down.

- allow anyone else to use your account.
- circumvent any permissions created on your account to gain unauthorised access.
- leave your screen unlocked or allow others to view information on your screen using your access for HR Systems and/or HR Data Dashboards.
- discuss any confidential information with or disclose any confidential information to others except in the performance of your normal work duties, as expressly authorised by the Council or as required by law.
- use any confidential information to which you have had access at work for personal gain or benefit.
- infringe the intellectual property rights of any third party in respect of the HR systems or software products, or cause or assist anyone else to do so. This means you that you must not use, adapt or copy the HR Systems, HR Data Dashboards or software products except in the performance of your normal work duties, and you must not disclose to any person confidential information about the HR Systems or proprietary software products licensed by the Council except in the performance of your normal work duties or unless expressly authorised by the Council or required by law. Continued use of these products is conditional upon the Council maintaining absolute confidentiality on all matters concerning them.
- disclose to anyone outside the Council the proceedings of any committee meeting or the contents of any document relating to the Council which in either case is regarded by the Council as confidential, unless required by law or expressly authorised to do so.
- do anything else that may lead to a breach of confidentiality in using the HR Systems or HR Data Dashboards.

Breaches of confidence that are prejudicial to the interests of the Council and/or its employees may be regarded as gross misconduct for which dismissal without notice is the usual consequence.

The obligation of confidence continues to apply throughout the term of your employment (including any period after you no longer have access to the HR Systems or HR BI Dashboards) and after your employment with the Council ends.

## **Data Protection**

The Council seeks to meet its obligations under the Data Protection Act 1998, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation as amended or updated from time to time in the UK (together referred to as **Data Protection Legislation**) to achieve an appropriate balance between its resources, confidentiality, individuals' rights to privacy and the purpose for which information is being held by:-

- being transparent and fair in the way that the Council meets its obligations under Data Protection Legislation recognising the rights to privacy of individuals
- ensuring that data is processed fairly and lawfully in a manner compatible with the purposes for which it was collected
- ensuring that data held about individuals is accurate, relevant and subject to clear archiving and destruction purposes
- ensuring that there are proper measures in place to protect security of the data
- facilitating access to information where this does not prejudice the purpose for which the information is held or infringe rights to privacy
- treating people justly and fairly whatever their age, religion, disability, gender, sexual orientation or ethnicity when dealing with requests for information
- raising awareness through effective staff training
- setting out clear procedures for responding to requests for information
- setting out clear procedures for making a complaint and ensuring a prompt response.

Please be aware that, as a user of the systems and information, you can be personally liable for personal data breaches under Data Protection Legislation and can commit a criminal offence if you knowingly or recklessly obtain or disclose personal information without the Council's consent to do so.

Please note that this confidentiality agreement comprises as an addition to your terms and conditions of employment. Your remaining terms and conditions of employment remain unaffected. In the event of conflict between your existing terms and conditions of employment and this agreement, this agreement will take precedence.

If you are in any doubt about the content of this agreement or require clarification, please seek advice from HR.

Yours sincerely,

**Bal Jacob**

**Director (Workforce & Local Services) (Resources Directorate)**

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I have read this agreement and agree to comply with my obligations as set out within it. In particular, I undertake:

- to comply with the Council's Information Compliance Policy.
- not to use or disclose any confidential information or data about individuals for any reason except in the performance of my normal work duties or unless I am authorised by the Council or required by law. I understand that this applies both during my period of employment and afterwards.
- to keep all confidential and personal data securely in accordance with the policies of the Council.
- Not to do anything that could infringe or that could cause or assist anyone else to infringe the intellectual property rights of any third party in respect of the HR Systems, HR BI Dashboards or software products.

I understand that this agreement forms part of my terms and conditions of employment.

Print Name: \_\_\_\_\_ Team: \_\_\_\_\_

Group: \_\_\_\_\_

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

***Please email signed agreement to your manager who is responsible for uploading this to your personal file on the HR-ER system before access to HR systems and/or HR Data Dashboards (PowerBI) will be granted.***