

## **Path Keeper Confidentiality Statement**

In the course of your time as a Path Keeper you may become privy to information such as Landowners' personal details, personal details of other volunteers, or information relating to NYCC business. The following data protection principles apply;

- 1.1 'North Yorkshire County Council' (NYCC) is the sole data controller of such personal data under the terms of the 'Data Protection Act 2018' (the Act).
- 1.2 Any information as described above is classed as confidential and must be processed in accordance with the following principles;
  - 1.2.1 The information must be secured against unauthorised disclosure or accidental loss or corruption by such technical and managerial controls as would be appropriate if the group was the data controller.
  - 1.2.2 The information must not be shared with anyone outside the Path Keeper group.
  - 1.2.3 The information must only be used to fulfil the terms of the Path Keeper agreement.
  - 1.2.4 Should the Path Keeper receive a subject access request for personal data it will be referred to the information governance officer of NYCC as soon as practicable after receipt.
  - 1.2.5 The Path Keeper will not sub-contract any part of the agreed permissions without the explicit consent of NYCC. Should the Path Keeper sub-contract any part of the permissions in accordance with the agreement then the Path Keeper shall ensure that any sub-contract or other arrangement with any such sub-contractor shall include a binding legal obligation upon the sub-contractor to comply with the obligations set out in this clause. For the avoidance of doubt any such sub-contracting shall not relieve the group of its obligation to comply fully with this clause.
  - 1.2.6 Following termination of the Path Keeper agreement, any written records of personal and confidential data must be immediately destroyed in a secure manner.
  - 1.2.7 The Path Keeper shall ensure the conformity of any of its staff, volunteers, or agents who have access to the personal data to the above requirements. All members of the group must be made aware of their responsibilities under the Act in respect of personal data.
  - 1.2.8 The Path Keeper shall provide to NYCC on request evidence to the council's reasonable satisfaction that it can comply with this agreement.

1.2.9 The obligations set out in this clause shall remain enforced beyond termination of this agreement.

1.3 Exemption

The above undertakings shall not apply to Confidential Information which:

1.3.1 Becomes lawfully available to the recipient from a third party free from any confidential restriction; or

1.3.2 The Recipient is required to disclose;

- by law;
- by any rule or regulation of any stock exchange;
- by any court procedure; or
- by any rule or regulation of any governmental authority,

Where practical, the Recipient should consult with the person whose data is to be disclosed prior to disclosure, with a view to agreeing its timing and content.

\* Executed by North Yorkshire County Council

\* Executed by (Recipient Party)

Name: Arrietty Heath

Name: .....

Title: Volunteer Coordinator

Title: .....

Signature: .....

Signature: .....

Date: .....

Date: .....