

## **POLICY ON CONFIDENTIALITY**

### **Introduction**

1. This policy aims to help the Judicial Appointment Board for Scotland (hereafter known as the “Board”) maintain its values and professionalism and to protect it from misunderstanding and criticism. The policy will support staff, Board members, Assistants, subcontractors and consultants in pursuing good practice and information obtained whilst on Board’s activities.

### **General Principles**

2. The Board recognises that employees, Board members, Assistants subcontractors and consultants gain information about individuals and organisations during the course of their work or activities. In most cases such information will be marked as Official Sensitive but even when this is not the case it is expected that individuals will exercise common sense and discretion in identifying whether information is expected to be confidential. This policy aims to give guidance but, if in doubt, you should seek advice from the Chief Executive.

### **Rules**

#### **Disclosure of Information**

3. The Chairing Member, members, staff and Assistants are committed to making the Board an organisation that is open, accountable and transparent. Individuals are therefore expected to make available official information, which is not held in confidence by the Board, in accordance with our policy. However, individuals must not, without proper authorisation, disclose confidential information which they acquire in the course of their work or which has been communicated in confidence within the Board or received in confidence from others. The following rules, which are not exhaustive, should help to identify what is unacceptable.
4. Staff, Board members, Assistants and subcontractors and consultants must not knowingly or deliberately take part in any activities or make any public statement which might involve the disclosure of confidential information.

5. Individuals will refrain from talking about organisations or individuals that they have knowledge of, gained in the course of their Board activities, in social settings and will avoid discussions of a confidential nature in any setting where they may be overheard.
6. A person (whether or not a member of the Board or its staff) who has provided or obtained confidential information in connection with the carrying out of the Board's functions must not disclose the information unless the disclosure is authorised, [Section 17 of the Judiciary and Courts \(Scotland\) Act 2008](#) provides guidance on confidentiality of information surrounding judicial appointments
7. When photocopying or working on confidential documents, individuals must ensure that these are not seen by people in passing. This also applies to information displayed on computer screens.
8. These rules equally apply to any sub contractor or consultant working for the Board under any contract or agreement.
9. This duty of confidentiality applies even after an individual departs from the Board in any capacity.

### **Data Protection Act 1998**

10. The Data Protection principles as set out in the Act provide that data should be:
  - obtained and processed fairly and lawfully
  - processed for limited, specified purposes
  - adequate, relevant and not excessive
  - accurate and up to date
  - not kept longer than necessary
  - processed in accordance with the individual's rights, as set out in the Act
  - kept secure and protected
  - not transferred out of Europe (unless the country has adequate protection for the individual)

The Board will comply with these principles.

### **Grievances or concerns**

11. Individuals who are concerned about the conduct or actions of others working for the Board in any capacity should raise this with the Chief Executive, if necessary, and not discuss their concerns outside of the Board.

### **Breaches of this Policy**

12. Breaches of this policy, particularly with regard to accessing unauthorised files or breaching confidentiality, will be taken extremely seriously and may lead to disciplinary action and/or termination of any contract between the Board and the

individual/s concerned. Former members of staff, Assistants, subcontractors, consultants or former Board members who breach confidentiality may face legal action.

Adopted by the Board: June 2009

First review: September 2012

Second review: November 2014

Third Review October 2016

Next review October 2018

## CONFIDENTIALITY AGREEMENT

- I understand that I have access to the data related to the Judicial Appointments Board for Scotland (hereafter known as “the Board”), the Scottish Government and the public appointments process for a single purpose only. That purpose is to provide administrative support for the Board and members of the Secretariat.
- I hereby undertake not for any reason, unless expressly authorised in writing by the Board, or required by law, to disclose to any unauthorised person, nor use, any confidential information relating to or received from the Scottish Government, the Board or its representatives.
- Such information includes (but is not limited to) any and all information on, either supplied by them or otherwise, applicants or candidates for public appointments, referees, the views of Board members, financial information, information held on staff or personal files.
- I understand that the use and disclosure of all information about identifiable living individuals is governed by the Data Protection Act 1998. I will not use any personal data I acquire during my work for any purpose that is or may be incompatible with the purposes specified in this agreement.
- I understand that I am required to keep all confidential and personal data securely.
- I hereby undertake to ensure that all records provided or created for the purposes of this agreement, including any back-up records, are passed back to the Secretary to the Board or deleted as directed, once I have received confirmation that the work I have undertaken to do has been satisfactorily completed and all the required information has been provided in accordance with my contract.
- I understand that the Board reserves the right to take legal action against any breach of confidence as set out in this agreement.

Signed:	Date:
Name:	
Address:	