



Data Protection and Confidentiality

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This agreement is made between The Learning Sanctuary, Employees and Associates.

Data Protection and Security

This part of the policy outlines what The Learning Sanctuary associates are expected to do to enable The Learning Sanctuary to comply with its legal responsibilities in relation to GDPR and all associates are expected to follow this policy without deviance.

Queries need to be directed via email to The Learning Sanctuary, Data Protection and Security is designed to protect all including staff, clients, and other individuals. The key risks which associates should be aware of are:

- Information about data getting into the wrong hands, through poor security or inappropriate disclosure of information
- individuals being harmed through data being inaccurate or insufficient

The Data Protection Officer registered with the ICO for The Learning Sanctuary is Jenny Mills, Director.

The Data Protection Officer will be responsible for:

- Reviewing Data Protection and related policies
- Advising other staff on Data Protection issues
- Ensuring that Data Protection induction and training takes place
- Notification to the ICO
- Handling subject access requests
- Approving unusual or controversial disclosures of personal data
- Approving contracts with Data Processors

We have a commitment at The Learning Sanctuary to:

- Comply with both the law and good practice
- Respect individuals' rights.

The UK GDPR provides the following rights for individuals:

- 1. The right to be informed*
- 2. The right of access*
- 3. The right to rectification*
- 4. The right to erasure*
- 5. The right to restrict processing*
- 6. The right to data portability*
- 7. The right to object*
- 8. Rights in relation to automated decision making and profiling*

- Be open and honest with individuals whose data is held
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- Provide training and support for staff who handle personal data, so that they can act confidently and consistently
- Notify the Information Commissioner voluntarily, even if this is not required. The Learning Sanctuary and all associates must follow the breach procedures should a data breach occur as laid out on the ICO website. Guidance can be sought from the team if associates are not certain what they should do:

<https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulationgdpr/personal-data-breaches>.

- All staff and volunteers are required to read, understand and accept any policies and procedures that relate to the personal data they may handle in the course of their work.

Data Security

Associates are required to ensure that all data they hold is kept securely at all times. Use of the shared drive to store information is encouraged, and associates are responsible for breaches if they download information or receive information through email and do not hold it securely. Associates must not share contact details or any documents, without express permission from the person whose data they are sharing.

If a request for information is made, associates need to ensure that this is a valid request and that only the information required is shared. If there are any suspicions that the request is not genuine, associates must refer to The Learning Sanctuary's Director or, in the case of enquiries, refer to jenny.mills@thelearningsanctuary.co.uk

Storage

All documents must be stored securely. The shared drive will be the main repository for all data and sources of information and must be utilised as such. Any documents that an associate holds themselves must be uploaded to the shared area or kept in a secure location.

In terms of emails, if you are on a casual worker agreement or self-employed, you need to set up an The Learning Sanctuary only email address on outlook which takes the format of;

namesurname.thelearningsanctuary@outlook.com.

The name should be your first name and surname and if there is already someone on outlook with your name, please follow with 1, 2 etc. until you find a unique address. Full time and/or permanent staff will be provided with The Learning Sanctuary emails for all work-related matters.

This email must be used for The Learning Sanctuary related work only, and you need to keep all emails received and sent, so using labels for storage is recommended.

When sending an email, the initials of the student the email refers to need to be included in the subject line, or if it is not regarding a student, the subject needs to clearly indicate what the email is about.

This procedure will enable The Learning Sanctuary to comply with any GDPR checks or SAR requests, and associates are expected to follow these rules to enable The Learning Sanctuary to do this.

Requests for data

Anyone who believes data is held about them can request access. This request must be in writing by an individual who has rights to that data, and so associates should not comply with requests for data to themselves verbally, or in writing but pass this to The Learning Sanctuary's Directors.

Associates will be asked to provide any emails, documents, work, or other items required for the access request, within 15 days of the request being received to enable redactions and confidentiality checks to be completed before information is shared in response to the request.

Confidentiality

During the course of your work with The Learning Sanctuary, you will have access to and knowledge of confidential information and privileged company information.

Disclosure of any of this confidential information could have serious consequences including financial and legal issues. There may be material damage, financial or otherwise, deliberate or otherwise, to the Company's legitimate business interest and / or those we work with.

Under the terms of this confidentiality agreement, you agree to keep confidential and shall not at any time, either during employment or post-employment, use, communicate or reveal to any person confidential information relating to The Learning Sanctuary or any Associated Company / Organisation (including public entities and families).

You are required to be aware of the policies in relation to compliance with the General Data Protection Regulation and undertake to act in accordance with these at all times. Any breach of these policies will be dealt with under the Company's procedures, and action taken can include cessation of work without notice.

Confidential information, for the purposes of this policy, includes:

- systems, techniques or know how of the Company's suppliers or clients as they exist from time to time
- systems, designs and other computer technology, software specifications, documentation, client lists, research and development, formulae or formulations, costings, profit margins, discounts, rebates, and other financial information
- current Company business activities, including past, present, and future plans relating to all or any development or contracts, including the timing of all or any such matters
- The Learning Sanctuary's pricing, payment policies, payment procedures and systems for the same, whether of the Company or of any Associated Company / Organisation, details of the Company's clients or prospective clients
- any other information which is notified to you during the course of your contract as being confidential or is received or obtained by you in confidential circumstances.

The restrictions under the terms of this confidentiality agreement shall not apply to:

- any disclosure or use of information The Learning Sanctuary has expressly authorised or as required in the ordinary and proper course of your contract, or as required by a court of competent jurisdiction, or as required by a relevant regulatory authority
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- information already in the public domain, not as a result of a breach of this clause or breach of an equivalent provision or other unlawful act

Documentation generated during your employment

All documentation generated during your contracts including notes, memoranda, records and writings that relate to the business of The Learning Sanctuary shall remain the property of The Learning Sanctuary.

On termination of your contract for any reason, you shall immediately return to The Learning Sanctuary all books, documents, original papers, copy papers, materials and other property of, or relating to, the business of The Learning Sanctuary currently in your possession, or which are or were last under your possession, custody, power or control.