

Confidentiality Agreement

To reinforce the importance of dealing appropriately with confidential information, and to adhere more closely to the requirements of the General Data Protection Regulation from 25 May 2018 (GDPR), all Evaluators are asked to read and sign this agreement.

- 1.1. In carrying out services (i.e. assessing CESR applications), the Evaluator acknowledges that he or she will receive information, which is confidential or sensitive in nature. The Evaluator also acknowledges that he or she is subject to the GDPR. The Evaluator shall not during the course of providing the services or at any time after the completion of the service, for any reason use, except for the proper discharge of the services to the Royal College/Faculty, disclose to any person or persons whatsoever (except the proper officers of the Royal College/Faculty or the GMC) any confidential information or personal data relating to the business of the Royal College/Faculty or the GMC or any of their respective suppliers, agents, distributors, or partner organisations which the Evaluator may receive or come into possession of whilst carrying out the services.
- 1.2. The express duties of fidelity and confidentiality identified herein are deemed to be in addition to any duties implied by law, but shall not apply to information disclosed pursuant to any order of any court of competent jurisdiction, or information which, except through any breach of this or any other agreement by the Evaluator, is in the public domain. If the Evaluator is required to make any disclosure of confidential information by law, the Evaluator must co-operate with the Royal College/Faculty and the GMC regarding the manner of such disclosure and any legal action that the Royal College/Faculty or the GMC may take to challenge the lawfulness of any such requirement.
- 1.3. For these purposes confidential information shall include (but not be limited to) any information relating to any person, examination or organisation, to which the Evaluator might be privy to and which might reasonably be expected to be regarded by the Royal College/Faculty or the GMC as confidential.
- 1.4. The Evaluator agrees to keep all information that he or she receives in the course of providing the services safely and effectively protected against improper disclosure. For the avoidance of doubt, electronic material should not be stored on unencrypted portable



storage media. The Evaluator also agrees to do his or her best to prevent unauthorised disclosure or use of confidential information by third parties.

- 1.5. Unless the Royal College/Faculty or the GMC or a duly authorised person acting on their behalf gives the Evaluator prior written consent, the Evaluator must not make any public or press statement relating to the services.

I Dr _____, have read and this confidentiality statement and understand my responsibilities.

Signed:

Date:

By typing your name, you agree to the content of this agreement