CONFIDENTIALITY AGREEMENT FOR CARE STAFF

This agreement is dated [Effective date].

Parties

(1) [Your company name], a company registered in England and Wales with company number [Your company number], whose registered office is at [Your company address] (the "Company"); and

(2) [Employee name] of [Employee address] (the "Employee").

Background

(A) The Employee is employed by the Company as [Job title]. In that role they will have access to confidential information about the people the Company cares for, including information about their health.

(B) The people the Company cares for trust it with that information. This agreement sets out how the Employee will protect it. It adds to the Employee's contract of employment and the Company's policies, which continue to apply.

Agreed terms

1. Confidential information

1.1 "Client Information" means any information about a person the Company cares for or supports, or their family, carers or representatives, in any form, that the Employee learns through their work. It includes names, addresses and contact details, health and care records, medication, care plans, assessments, financial affairs and anything said in confidence.

1.2 "Confidential Information" means Client Information, together with personal information about the Company's staff and confidential information about the Company's business.

1.3 Information about a person remains confidential after they stop receiving care and after their death.

2. How the Employee will protect it

2.1 The Employee will access Client Information only when they need to for the person's care or for their own job, and will use only as much as they need.

2.2 The Employee will not look at the records of any person they are not involved in caring for, including family members, friends, colleagues or themselves, unless their job requires it.

2.3 The Employee will share Client Information only with people who need it to provide or support the person's care, such as colleagues, the person's GP or other health professionals, and only as the Company's policies allow. If unsure, they will ask [Data protection or Caldicott lead] first.

2.4 The Employee will not discuss people they care for where they can be overheard, or with their own family or friends, and will not post anything about them, including photographs, on social media.

2.5 The Employee will keep records accurate and secure: logging out of systems, never sharing passwords, locking away paper records, and not taking photographs of people or their records on a personal device.

2.6 The Employee will not remove records or copy Client Information to personal devices, email or accounts.

2.7 The Employee will report straight away to [Data protection or Caldicott lead] any loss of records, information sent to the wrong person, or other breach of confidentiality they become aware of.

3. When information must or may be shared

3.1 Nothing in this agreement prevents or delays the Employee from:

(a) reporting a safeguarding concern about a child or an adult at risk under the Company's safeguarding policy, which they must do;

(b) sharing information in an emergency to protect someone's life or prevent serious harm;

(c) disclosing information when required by law, a court or a regulator; or

(d) making a protected disclosure under Part IVA of the Employment Rights Act 1996 (whistleblowing), or reporting a concern to a regulator or the police.

[Note: Sharing information for a person's direct care, with the right people, is part of good care; staff should not be so worried about confidentiality that they fail to share what others need to know. Make sure your information sharing and safeguarding policies say who to share with and how.]

4. Breach

4.1 A breach of this agreement may be treated as gross misconduct and lead to dismissal.

4.2 Obtaining or disclosing personal data without the Company's authority can be a criminal offence, and accessing records without authority can also be an offence under the Computer Misuse Act 1990.

4.3 A breach may be referred to a professional regulator where the Employee is registered with one.

5. General

5.1 These obligations continue after the Employee's employment ends, however it ends.

5.2 When their employment ends, the Employee will return all records and Confidential Information they hold and delete any copies they cannot return.

5.3 If any part of this agreement is found unenforceable, the rest continues to apply.

5.4 This agreement may be signed electronically. It is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

[Note: In Scotland and Northern Ireland, data protection law and the duty of confidence are the same in substance, but care regulation differs: check the regulator's standards on records (the Care Inspectorate in Scotland, the RQIA in Northern Ireland, Care Inspectorate Wales in Wales) and change the jurisdiction clause if you need to.]

Employee's confirmation

I have read and understood this agreement, and the Company's confidentiality, data protection and safeguarding policies, and I agree to follow them: ☐

Signed by the Employee

Signature _____

Name _____

Date _____

Signed for and on behalf of [Your company name]

Signature _____

Name _____

Position _____

Date _____

About this template

A starting point to adapt, not legal advice. The law differs between England and Wales, Scotland and Northern Ireland, and it changes: check this fits your situation, and take legal advice for anything significant. Replace each [placeholder] in violet, follow or delete each [Note], then delete this box. Last reviewed October 2026. Send it for signature with Sign2Approve: sign2approve.com/templates/clinical-confidentiality-agreement