# Cyber 360 Information confidentiality agreement

## Background

* 1. Cyber 360s involve the disclosure of confidential information by a council to the LGA, its representatives, and team members.
  2. This agreement relates to the delivery of a Cyber 360 with a specific council. It sets out the principles which the LGA and its representatives will follow when delivering a Cyber 360.

## Parties

* 1. The council - this pertains only to the Local Authority undertaking the Cyber 360. Where multiple councils are in an IT service-sharing partnership and have indicated that the Cyber 360 is to consider the partnership as a whole, then each council in the partnership will have access to the information relating to that Cyber 360.
  2. The Local Government Association (LGA) – this is inclusive of companies “Local Government Association” (11177145) and “Improvement and Development Agency for Local Government” (036755777), all LGA cross-party special interest groups (such as the County Councils Network and District Councils Network), and representatives in relation to the LGA as follows:
* LGA officers and employees that need to know the confidential information for the delivery of a specific Cyber 360
* LGA contractors and sub-contractors engaged in connection with the delivery of a specific Cyber 360
  1. “Team members”, i.e. officers and employees of organisations other than the LGA, who have volunteered with the LGA for the purpose of delivering a specific council’s Cyber 360
  2. Central Government – this includes all Central Government departments (inclusive of both the Department for Levelling Up Housing and Communities and the Cabinet Office) and central government agencies (inclusive of both GCHQ and the NCSC).

## Confidential information

* 1. Confidential Information means information relating to the council’s Cyber 360 which the council or its representatives directly or indirectly disclose, or make available, to the LGA, its representatives, or its team members.
  2. This does not include:
     1. anonymised, non-attributable information on cyber security issues or insights shared by and common to multiple local authorities
     2. information which has been made publicly available by the council participating in the Cyber 360.
     3. The name of the council participating in the Cyber 360, which the LGA reserves the right to publicly share for marketing purposes
     4. Attributed feedback relating to the council’s experience of the Cyber 360, where the council or its officers, employees or representatives have indicated that this feedback can be used for marketing purposes

## Confidentiality principles

* 1. In return for the council making Confidential Information available to the LGA and team members, the following principles will apply:
     1. Information about the individual performance of individual councils will not be shared with other councils, and any reference to individual performance will be anonymised unless specific permission is given by the council.
     2. The LGA reserves the right to share Confidential Information with Central Government. Beyond this, the LGA and team members will not share Confidential information in whole or in part to any person or organisation, except as expressly permitted by the council
     3. Confidential Information will be stored on secure Teams sites which will be administered by the LGA and accessible only to the LGA and team members. Additionally, Confidential Information will be encrypted in line with National Cyber Security Centre (NCSC) good practice with a password unique to the council.
     4. The council can share the report from the council’s Cyber 360 with its stakeholders in any way that it sees fit.
     5. Confidential Information will be held by the LGA and team members for one month after the LGA receives written confirmation from the council that they have approved the final report. Beyond this point, the LGA will continue to hold the final report, which will be stored on a secure Teams site and encrypted by a password which is unique and aligns with NCSC good practice.
     6. If requested by the LGA at any time, confidential information held by team members will be deleted.
     7. The above principles will apply immediately following confirmation by electronic signature from the council that they agree to the terms of this agreement.

## Personal data

* 1. With regards Confidential Information that consists of Shared Personal Data, the LGA will comply with the obligations in the Data Protection Act 2018.
  2. Personal data will only be processed for the purpose of delivering the council’s Cyber 360 and associated report.

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| Signed by person authorised to sign on behalf of Improvement and Development Agency | |
| Date |  |
| Signature |  |
| Name (please print) | Jamie Cross |
| Position in IDEA | Programme Manager – Bespoke Cyber Support |

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| Signed by a person authorised to sign on behalf of the Recipient | |
| Date |  |
| Signature |  |
| Name (please print) |  |
| Name of organisation |  |
| Position in organisation |  |