

CODE OF CONDUCT & CONFIDENTIALITY UNDERTAKING – THE TRANSCRIPTION AGENCY

This is a Code of Conduct & Confidentiality Undertaking ("CC&CU") for The Transcription Agency ("TTA") regarding their Framework Agreement ("the Contract") with the Lord Chancellor ("the Authority") in relation to the provision of services as part of The Transcription Agency's contracted duty under the Contract.

The following CC&CU applies to all persons employed by, working for or providing other services to TTA that are provided to TTA as a result of the Contract between TTA and the Authority.

1. For the duration of TTA's Contract with the Authority, I shall:

- (a) Act with integrity and maintain high standards at all times;
- (b) Be of good character;
- (c) Observe absolute confidentiality in relation to every individual court proceeding and Transcript unless otherwise required by law or where disclosure is stipulated by the relevant legislation; this duty extends beyond the completion of the individual assignment;
- (d) Not seek to take advantage of any information processed in accordance with the Contract;
- (e) Comply with current Data Protections legislation;
- (f) Not use any information obtained via the Contract for any purpose other than as authorised;
- (g) Keep safe any document, recordings or media provided and ensure that it is not copied and is stored securely or returned to the Authority. Documents are for the eyes of The Transcription Agency and authorised The Transcription Agency personnel only, and must not be seen or shared with anyone else;
- (h) Act impartially at all times and not act in any way that might result in prejudice or preference on grounds of religion or belief, race, politics, gender, gender reassignment, age, sexual orientation or disability.
- (i) Disclose any conflicts of interest or potential conflicts of interest or other factor which may make it inappropriate for them to accept a Service Order;
- (j) Disclose any previous involvement with the case in question;
- (k) Disclose any relationship with the parties involved in the Service Order or their families with members of The Transcription Agency's Management.
- (l) Disclose any information, including any criminal record, which may make you unsuitable for any particular request;
- (m) Undertake work only for which they are competent (both practically and in terms of specialist knowledge or skills);
- (n) Always deliver the Services set out in the Service Order to the best of their ability;
- (o) Decline any reward other than agreed fees;
- (p) Seek to increase their knowledge and skills
- (q) Not engage in activities which can reasonably be understood as likely to damage the reputation of the profession of transcription and court reporting or the justice system.
- (r) Not sub-contract or attempt to sub-contract work to another party without the express written consent of both The Transcription Agency and the Authority.
- (s) Ensure that all communication undertaken in providing the Services are courteous, respectful and polite;
- (t) Accept responsibility for material held in their possession and remain aware of the location of Crown Copyright materials in their care at all times;
- (u) Ensure that the Authority owned material and data is held securely and that any loss, or suspected loss, is reported to the Authority and the Supplier immediately including accidental damage;
- (v) Upon request, return all material relating to the Services, including audio records, to the Authority and,
- (w) Must not retain any materials that relate to cases of national security, public interest immunity applications, any application made in chambers or proceedings classified as OFFICIAL-SENSITIVE.

2. Confidentiality obligation services provision of services - my obligation to maintain the confidentiality and security of Confidential Information remains even after my provision of services with TTA and the Contract ends and continues for so long as such Confidential Information remains confidential and/or solely the property of the Authority.

I understand that approval should first be obtained before any disclosure of other Confidential Information not addressed in this document nor other non disclosure agreements, TTA's guidelines and/or policies and procedures, is made.

I also understand that the unauthorized disclosure of TTA, the Authority and clients' Confidential or Proprietary Information is grounds for disciplinary action, up to and including immediate dismissal and court action for breach of this CC&CU.

I hereby acknowledge that by submitting this form with my details and receiving a copy of this submission to the email address below, that I understand and will comply with all terms and requirements outlined in this CC&CU.

[Signature]

[Date]

[Print Name]

[Full address, including country]

[Landline phone number]

[Mobile number]

[Email address]