

## **DATA PROTECTION AGREEMENT**

1. In providing services to The Transcription Agency ("TTA"), I understand that in addition to my requirements around Confidential Information in the Non Disclosure Agreement, I will be processing personal data and as such I have a duty to ensure the confidentiality and integrity of personal data. I understand that I must read and comply with the following Acts which can be found on <http://www.legislation.gov.uk/> - the Data Protection Act 2018, the General Data Protection Regulation (GDPR), the Computer Misuse Act 1990, the Communications Act 2003, the Freedom of Information Act, and the Environmental Information Act and will review and implement any updates to data protection legislation as appropriate. I confirm that I will not process, store, discuss or disclose any personal data other than on TTA's documented instruction.
2. I understand that I am required, at a minimum to:
  - (a) only carry out work for TTA from my own home.
  - (b) only carry out work for TTA myself and to never permit another party to assist with the work.
  - (c) only carry out work for TTA on a computer, for which I have a separate user account that is not accessible to anyone other than myself.
  - (d) have a separate administrator account on the computer which is not the main user account of myself or other persons within my household.
  - (e) not download files or documents onto any computer or device other than my regular home computer; or
  - (f) not upload files or documents from any computer or device other than my regular home computer; or
  - (g) not store any files or documents on any cloud back-ups from my regular home computer or any other device.
  - (h) use an anti-virus and anti-malware software from a reputable source, ensuring that the software is kept up to date with the latest version. I will ensure that the scanning option is always set to enabled. I will set the software to run a full scan of my computer on at least a weekly basis and will ensure that any warnings and recommendations are dealt with immediately, on completion of the full scan.
  - (i) ensure that the operating system on my computer is always kept up to date by enabling automatic updates for the operating system, and that critical patches are received and installed as soon as they are released. I will keep myself informed as to whether the operating system on my computer is due to reach end of life support, and to ensure that in any such instance the operating system is updated or replaced to a supported operating system before the end of life support date for my current operating system.
  - (j) ensure that all third party software on my computer is installed from a reputable and trusted source, that it is licenced accordingly, and I ensure that I will check for, review and install any updates recommended by the third party software itself, including those for my web browser/s.
  - (k) I will clear private data in the form of stored passwords and cookies from my web browser/s on a regular basis.
  - (l) lock my computer screen each and every time I step away from my computer, regardless of whether any other persons are in the house or not, to prevent others from accessing data on my computer.
  - (m) I will ensure that my computer firewall is turned on, and that any factory default password is replaced.
  - (n) I will not store any TTA data on any physical storage device (e.g USB, CD) or virtual storage (e.g cloud storage) beyond my home computer, beyond the scope set out in this agreement.
  - (o) record the make, model and reference numbers of my computing devices as this will help to locate them if they are lost or stolen.
  - (p) uninstall and delete any software off my computer that is no longer required/is not being updated.
  - (q) never work over an unsecured WiFi network
  - (r) change the default WiFi password and for this to be updated on an at least a quarterly basis.
  - (s) change the default password on my internet router, and for this to be updated on an at least a quarterly basis.
  - (t) take any other standard precautions and steps in ensuring data security (e.g ensuring standard home security).
  - (u) only use strong passwords which I will not disclose to anyone else and these are updated on a regular basis as required or following a change in circumstance.
  - (v) never provide passwords or other sensitive information in response to an email, telephone call, or other communication method or to enter them on an untrusted, unsecure site.
  - (w) upon confirmation of receipt of work by TTA (by a named individual rather than an automated notification on a transcript upload form), securely and permanently remove all transcripts, soundfiles, supporting documentation and any other documents or emails containing project-specific personal data from my computer and email systems.
3. When working from TTA's office I understand that I am required:
  - (a) to maintain the security and integrity of all data within TTA and to comply with all TTA policies, procedures and agreements.
  - (b) to only use TTA's system for its intended purpose.

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The Transcription Agency LLP is a Limited Liability Partnership registered in England & Wales at Companies House  
Registration No: OC419743    Registered Office: 24-28 High Street, Hythe, Kent, CT21 5AT, UK

# THE TRANSCRIPTION AGENCY

4. **Right to audit** – I shall make available to TTA on request all information necessary to demonstrate compliance with this agreement, and shall allow for and contribute to any audits and inspections, whether physical or virtual, by TTA or any auditor mandated by TTA in relation to the processing of Personal Data or Confidential Information.
5. **Breach** – I shall notify TTA without undue delay and within 1 working day upon become aware of a data breach which affects TTA or its clients' data, providing TTA with sufficient information to allow TTA to meet any obligations to report or inform data subjects of the personal data breach under the data protection laws. I shall co-operate with TTA and take reasonable steps as directed by TTA to assist in the investigation, mitigation and remediation of each such personal data breach.
6. **Change of details, circumstances and convictions** – I will ensure that should my personal details change, or should my home IT set up change, I will provide TTA with all relevant information in order that appropriate files can be updated and reviewed accordingly. I will ensure that should I receive a criminal conviction, I have a duty to inform TTA of this criminal conviction, and that this may impact on the work I can complete for TTA.
7. **Privacy Policy and deletion of information** – I understand that I can view TTA's Privacy Policy at any time through a link found in the footer of their website [www.thetranscriptionagency.com](http://www.thetranscriptionagency.com)
8. I understand that should I notify TTA that I will not be available for work for a determined period of time, I may have some IT access rights suspended. I understand that if I have not been in touch with TTA in any capacity (beyond any pre-specified period of time) for a period of two months or more, my access rights will be revoked. In the event that I am no longer providing services to TTA, for whatever reason, I understand that I must request and complete a Cessation of Work Form before my personal details are removed, where required. I understand that until I have completed the necessary form I will continue to receive email updates and communication from TTA.
9. **Return of materials** - when I no longer provide services to TTA, for whatever reason, I will promptly deliver to TTA all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information which was required to be kept for the duration of my provision of services. I will also return to TTA all equipment, files, software programs and other personal property belonging to TTA's clients which was required to be kept for the duration of my provision of services. Any electronic materials will be securely and permanently removed from all applicable computer systems and transfer methods.
10. I understand that approval should first be obtained before any disclosure of any Confidential Information and/or Personal Data not addressed in this document, TTA's guidelines and/or policies and procedures is made.
11. I also understand that the unauthorised disclosure of Personal Data or TTA's and its clients' Confidential or Proprietary Information is grounds for disciplinary action, up to and including immediate dismissal and court action for breach of this Data Protection Agreement, and the accompanying Non-Disclosure Agreement.

I hereby acknowledge, by my signature below and submission of this form to TTA, that I understand and will comply with all terms and requirements outlined in this Data Protection Agreement.

Signed by:

\_\_\_\_\_  
[Signature of recipient]

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Email address]

\_\_\_\_\_  
[Mobile number]

\_\_\_\_\_  
[Landline number]

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