

REMOTE WORKING OUTSIDE THE UK TEMPORARY AGREEMENT

THIS TEMPORARY AGREEMENT is dated [the date you sign] AND IS VALID FOR THE PERIOD FROM THE DATE OF SIGNING UNTIL THE END OF DD/MM/YYYY.

PARTIES

(1) [] WALSALL METROPOLITAN BOURGH COUNCIL (WMBC) – SERVICE NAME

(2) FULL NAME for the purposes of remote working,

The purpose of this temporary agreement is to ensure the ongoing data protection and information security compliance of the council in situations where an individual makes a conscious request to be permitted to work from a location outside of the UK..

In these situations any such work constitutes what is defined as international data processing and or international information transfers for which the UK General Data Protection Regulations require a specific set of standard contract clauses or corporate binding rules to be in place.

These are specific conditions that control and ensure the ongoing confidentiality and security of both information and the council computer network including systems accessibility to which all employees must adhere to at all times.

The ability and or approval to work remotely from a country that is not covered by adequate data protection legislation or regulations is a temporary agreement that will NOT be approved for any period longer than 3 calendar months.

Each of Party A and Party B being together the Parties.

RECITALS: FOR THE PURPOSE OF THIS AGREEMENT

- A An agreement has been made between the manager of the Name service/team to allow Full Name to work remotely from "Country" for the purpose of, fulfilling their work contract and obligations with the council as a person employed by the council.
- B The individual is permitted to work remotely for time period of no longer than 3 calendar months (90 days) from DD/MM/YYYY to DD/MM/YYYY only.
- C The individual will at all times comply with council policies and procedures, including those relating to the safeguarding and data obligations while ensuring they will at all times comply with the UK GDPR and UK Data Protection Act 2018 and any relevant legislation or codes of practice/ethics that impacts upon or governs their area of work.
- D The individual will at all times ensure and be solely responsible for the security of any council devices, network and access permissions that are entrusted to them, in line with the obligations of all council staff, our code of conduct, policies, standards and procedures.

- E Pursuant to this Agreement, the individual receives secure and approved access to the required data and supporting information relating to works to be undertaken on a need to know basis.
- F The individual will for the purpose of remote working be solely responsible for complying with the obligations of a data processor while remotely working in a country outside of the UK. .
- G This agreement ensures that any information accessed during the fulfilment of the role will be kept confidential and not disclosed further for any other purpose outside of the working relationship.
- H A person, user or individual is defined by the IG Policy as an employee, agency worker, elected member, temporary staffing, consultant or otherwise person who is working for and or on behalf of the council.
- I The individual agrees fully, that by signing this agreement they have read and understood all relevant policies, standards and procedures in relation to the security, access, processing and or sharing of data in any format and have completed their annual data protection training as required by the council.
- J Whilst at all times both Parties acknowledge that the European Commission may introduce standard contractual clauses and or an adequacy decision for the country identified in this agreement in relation to Processing of any Personal Data outside of the UK, the Parties agree that for the purposes of this agreement, the individual acting as a data processor shall comply with the obligations as laid out within the GDPR, chapter5, articles 44-50 in that:
- In the absence of a adequacy decision pursuant to Article 45 (3) of GDPR, a controller or processor may transfer personal data to a third country or an international organisation only if the controller or processor has provided appropriate safeguards, such as binding corporate rules in place within the councils employment and Data Protection policies, contracts, guidance and training to which the parties have agreed. For this purpose the clauses of agreement serve as such rules and requirements between the parties in addition to the employees standard contract of employment.
- K The individual is solely responsible for ensuring they both meet and comply with any working or reporting requirements associated with the country they intend to work in during this period. This may include but is not limited to:
- Ensuring they are authorised and permitted to work in that country for the specified period of time
 - Ensuring they report to their direct line manager any payment requirements such as additional taxes, insurances or national contributions
 - Ensuring they do not bring the council or its employees into disrepute

AGREED TERMS:

1 Definitions and interpretation

1.1 In this Agreement, unless otherwise provided:

Authorised Persons

means, in relation to named contractor or individual employee engaged in the remote working activity.

Business Day

- means a day (other than Saturday, Sunday and public holidays) when the banks in London are open for business.
- a business day relates to the working hours expected of an employee working for Walsall Council and or including any flexible working hours agreed with their direct line manager.
- standard office working hours of the council are between 08:45 to 17:15 hours Monday to Thursday and 08:45 to 16:45 hours Friday UK time, however some services have local agreements for work times which is driven by the needs of the service. The individual is required to work during UK work hours (GMT) unless otherwise agreed with the line manager.

Confidential Information

means all personal and or special category data as defined within the UK GDPR and Data Protection 2018 shall for the purpose of this agreement be deemed confidential information (however recorded, preserved or disclosed), which is to be handled, processed and or shared for the purpose of this agreement made available by Party A or any of its Authorised Persons by any means, whether directly or indirectly, to the individual before or after the date of this Agreement relating to the Purpose of remote working.

Purpose

means the working remotely in a country outside of the UK where the making available of any business, personal or special category data via the council device and secure network to the contractor/individual is required in order to fulfil their employment role while located within a foreign country.

Recipient

means the individual Party to this agreement which receives or obtains, or on whose behalf an Authorised Person receives Confidential Information, directly or indirectly from the other Party;

1.2 Clause and schedule headings do not affect the interpretation of this agreement.

1.3 A “**person**” includes a corporate or unincorporated body.

1.4 A reference to a law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

- 1.5 **“Writing”** or **“Written”** includes letters, faxes and or e-mail in manual and or electronic format.
- 1.6 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.7 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

2 Obligations of Confidentiality

- 2.1 In consideration of Party A making available to Party B access to the councils devices and or information systems or repositories the Recipient undertakes to the Discloser that it will, and will procure that it will:
- 2.1.1 keep all Information secret and confidential;
- 2.1.2 use all formats of Information only for the Purpose for which it was provided;
- 2.1.3 not Use or exploit Information in any way except to the extent reasonably necessary for the Purpose;
- 2.1.4 not disclose the Information or any part of it to any person other than in accordance with clause **Error! Reference source not found.**;
- 2.1.5 not copy, reduce to writing or otherwise record the Information except as strictly necessary for the Purpose (and any such copies, reductions to writing and records shall be the property of the Discloser and clearly marked as ‘confidential’);
- 2.1.6 use all reasonable efforts to ensure that no person discovers or is provided access to Information unless authorised;
- 2.1.7 Inform the Discloser immediately on becoming aware or suspecting that an unauthorised Person has become aware of Information.
- 2.2 The obligation to keep Information confidential in accordance with this Agreement will survive and subsist in perpetuity.

3 Termination and Return of Information and or Devices

- 3.1 Without prejudice to the obligations of confidentiality contained in clause **Error! Reference source not found.**, this Agreement will expire or terminate on the earliest to occur of the following dates or events:
- 3.1.1 the date specified in a written notice of termination served by one Party to the other, being a date not less than one month following the date of service of such a notice; and
 - 3.1.2 Immediately upon service of a written notice served by one Party to the other in accordance with this Agreement following a breach by that other Party of any material, term of this Agreement.
- 3.2 Upon the expiry or termination of this Agreement (howsoever caused): the individual shall not be entitled to further access to the data provided under this agreement and must immediately cease its processing.
- 3.3 Upon termination of this agreement where there is a need for devices to be returned, the individual is responsible for ensuring any devices and or other items provided during the course of this work are securely returned to the direct manager for appropriate processing through DaTS.
- 3.4 Where the individual remains outside of the UK and section 3.3 cannot be completed, the individual must ensure the secure delivery of the device is undertaken through an approved courier at their own cost or through agreement with the responsible service area, within an acceptable timeframe or in any event within a time frame no longer than 28 days from the notice of termination.
- 3.5 Any receipts or documents relating to and or the confirmation of shipment of council devices must be shared with the direct line manager as soon as any shipment has been organised and wherever possible courier tracking information should be provided to the direct line manager or service area lead.
- 3.6 Where the individual fails to return council property or data within the agreed timeframe, the cost of replacing such items will be charged to the responsible service area.
- 3.7 The council's insurance does not cover devices outside of the UK, therefore the employee will be liable for any costs associated with replacement, recovery or repair of any devices during the period of remote working. The individual may be invoiced for any associated costs by the responsible service area.

4 Miscellaneous

- 4.1 This Agreement is binding on, and will enure to the benefit of the Parties' personal representatives, successors in title and permitted assignees.
- 4.2 Notices under this Agreement will be in writing and in English, signed by the Party giving it (or its authorised representative). Notices may be given, and will be deemed received:
 - 4.2.1 by pre-paid Recorded Signed For post and or
 - 4.2.2 by hand: on receipt of a signature at the time of delivery; and or
 - 4.2.3 by email: on the receipt of an acknowledgement of a read receipt from the recipient.
- 4.3 Notices will be sent to:
 - 4.3.1 The direct line manager and or service area lead
 - 4.3.2 The named employee to whom this agreement applies

5 Third Party Rights

- 5.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999, this Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions. However, this does not affect any right or remedy of such a person that exists or is available apart from that Act.

6 Variation and Waiver

- 6.1 A variation of this agreement shall be in writing and signed by or on behalf of both parties.
- 6.2 A waiver of any right under this agreement is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 6.3 Rights arising under this agreement are cumulative and do not exclude rights provided by law.

7 Governing law and jurisdiction

- 7.1 This Agreement, and any dispute or claim arising out of, or in connection with, it is governed by, and interpreted in accordance with, the laws of England and Wales.
- 7.2 The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any disputes or claims.
- 7.3 Parties to this agreement are operating under the legislation for data protection and international data transfers in that this agreement formats binding rules on the party to safeguard the rights and freedoms of those whose data may be processed as part of any remote working arrangements.

8 Replacement or repair of devices

- 8.1 Where a device requires DaTS support the individual shall follow the DaTS service desk procedures for requesting assistance to rectify any issues immediately upon becoming aware of the issue and within a timely manner.

- 8.2 The individual will ensure that their service area lead or direct line manager is fully aware of any device issues or faults that would prevent them from undertaking their role immediately upon becoming aware of such.
- 8.3 Where DaTS require access to the device remotely the individual will ensure they are available and able to provide access within the expected working day and in a timely manner.
- 8.4 Where a device is faulty or requires replacement, the shipping and any associated cost of any such repair or replacement will be the responsibility of that service area and for this purpose DaTS will directly charge the service area, whereby any other actions will be the responsibility of the service area thereafter should they wish to enforce section 3.7 of this agreement.
- 8.5 Where the device no longer functions or requires replacement/upgrade the individual must follow the DaTS process for requesting a replacement which should be discussed with their direct line manager to avoid delays in any work requirements.
- 8.6 Any delay on the individual's part on returning faulty equipment / receiving replacement equipment which means they are unable to work will need to be covered by the individual using flexi / annual leave / unpaid leave.
- 8.7 Where a replacement device is to be shipped to a foreign country in advance of receiving the previous device, once a replacement device has been received the individual must ensure the secure return of the old or damaged device in a timely and secure manner.

IN WITNESS WHEREOF the Parties have signed this agreement on the date that first appears on page 1 of this agreement:

Signed by <Signature> _____

Name <Manager>

for and behalf of (Service/Team name)

Date of signing: DD/MM/YYYY

Signed by <Signature> _____

Name <Individual Employee>

Date of signing: DD/MM/YYYY