

Dated XXXX



**ombudsman
do leanaí
for children**

**THE OMBUDSMAN FOR CHILDREN'S OFFICE
(the "Ombudsman")**

AND

XXXX

(the "Contractor")

CONFIDENTIALITY AND SOCIAL MEDIA AGREEMENT

OCO Panel of Experts 2026-2029

THIS AGREEMENT is made on XXXX.

This Agreement (“Agreement”) is entered into by and between the Ombudsman for Children’s Office (the “Ombudsman”) and **NAME of ADDRESS** (the “Contractor”).

WHEREAS:-

- A. The Ombudsman and the Contractor may enter into or have entered into a Services Contract in relation to the Contractor providing services as a member of the OCO Panel of Experts (2026–2029) (hereinafter referred to as ‘**the Services Agreement**’) in relation to the Contractor providing services as outlined in the Services Agreement. This Agreement may be required to be executed prior to or during the course of specific assignments under the Panel.

- B. The Ombudsman may be required to disclose to the Contractor and the Contractor may become aware of sensitive, private and Confidential Information. It is the duty of all those engaged by the Ombudsman to protect the confidentiality and privacy of all those who come into contact with the Ombudsman and the Ombudsman itself.

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and conditions hereinafter set forth and provided for the parties hereto respectively agree with each other as follows:-

1. Confidentiality of Information

1.1 Contractors of the Ombudsman operate under a statutory duty of confidentiality. The Contractor agrees therefore, not to divulge or make known to anyone or use for the benefit of any person including themselves, the Confidential Information obtained by them:

1.1.1 other than in circumstances provided for by the Act; and

1.1.2 in any event, without the prior written consent of the Ombudsman.

The Contractor agrees that this duty applies both during and after the termination of the engagement with the Ombudsman.

1.2 **Confidential Information** means any information of a confidential or proprietary nature including any information or document or thing obtained by the Ombudsman or its employees or contractors in the course of carrying out its obligations under the Ombudsman for Children’s Act 2002 (as amended) (the “2002 Act”), service users personal information and medical records together with any processes or operations, technologies, resources, policies and procedures, supplier

information, information technology systems, technical, business, financial information, know-how, project and service development plans, research, ideas, inventions, discoveries or trade secrets which relate to or are connected with the business or affairs of the Ombudsman, its employees and/or contractors. Confidential Information also includes but is not limited to material such as:

- 1.2.1 commercially sensitive information (including, but not limited to, future plans or details of major organisational or other changes such as restructuring);
 - 1.2.2 personal information and information relating to entities coming within the Ombudsman's remit;
 - 1.2.3 information received in confidence by the Ombudsman; and
 - 1.2.4 internal memorandum and papers prepared for the Ombudsman's internal use.
- 1.3 All Confidential Information is subject to the provisions of the 2002 Act and the Contractor confirms that he/she is aware of and understands the provisions of the 2002 Act (as amended).
- 1.4 If the Contractor is required by Order of any Court to disclose any Confidential Information the Contractor shall provide the Ombudsman with immediate written notice of any such requirement prior to any such disclosure taking place and any disclosure of Confidential Information shall be made in accordance with the provisions of the 2002 Act together with Section 9 of the Ombudsman Act 1980.
- 1.5 As regards a possible conflict between the requirements of confidentiality and the normal provision of the Contractor's services the Contractor should seek advice from Corporate Services.
- 1.6. The Contractor shall from time to time provide services from the premises of the Ombudsman at Millennium House, 52-56 Great Strand Street, Dublin 1. The Contractor shall not, under any circumstances or at any time whatsoever remove any materials (including any electronic, photographic or hard copy information) from the premises of the Ombudsman and the Contractor agrees and covenants with the Ombudsman as follows :-
- 1.6.1 to protect and safeguard the Confidential Information against unauthorised use, publication or disclosure;
 - 1.6.2 not to use any of the Confidential Information except as expressly permitted hereunder;

- 1.6.3 not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer, copy, photograph or otherwise use any of the Confidential Information;
- 1.6.4 not to use, reproduce, transform or store any of the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever;
- 1.6.5 to comply with all security measures as requested by the Ombudsman; and,
- 1.6.6 not to make any copies (either electronic, paper, photographic or otherwise) of the Confidential Information.

2. Breach of Confidentiality

- 2.1 The Contractor and the Ombudsman agree that in the event of any breach (or, in the case of (2.1.2) below, any anticipatory breach) by the Contractor of any of the covenants set forth in this Agreement, the Ombudsman shall have the right to:-
 - 2.1.1 receive compensation from the Contractor for any losses incurred directly or indirectly by reason of such breach, including all legal fees and costs of proceedings; and/or
 - 2.1.2 apply to a Court of competent jurisdiction for an immediate order to restrain or enjoin the breach of said covenants by the Contractor and otherwise to specifically enforce the provisions of this Agreement. The Contractor hereby waives the claim or defence in any such action that the Ombudsman has an adequate remedy at law or in damages, and the Contractor shall not urge in any such action or proceeding the claim or defence that such remedy at law or in damages exists.
- 2.2 The Contractor acknowledges that any breach of this Agreement could result in serious damage being sustained by the Ombudsman and/or any persons associated with the Ombudsman and accordingly the Contractor agrees to indemnify, keep indemnified and hold harmless the Ombudsman from and against any loss or liability resulting from, or arising in connection with the unauthorised use or disclosure of the Confidential Information by the Contractor or any breach of this Agreement by the Contractor.

3. Return of Confidential Information

3.1 The Contractor will return on demand to the Ombudsman or in any event on the termination of his engagement with the Ombudsman all property of the Ombudsman including any and all written and electronic documents (whether in tangible or non-tangible form) containing any Confidential Information (and all extracts from or copies thereof made by or for the Contractor) in tangible form in any and all media, whether supplied by the Ombudsman, or created by the Contractor, and/or permanently erase such Confidential Information (and all copies) on the demand of the Ombudsman. If required to do so by the Ombudsman, the Contractor shall certify to the Ombudsman in writing that it has complied with any such demand.

4. Disclosure of Information

4.1 Notwithstanding the foregoing, the Ombudsman has a duty to be as open as possible about its decisions and actions, giving reasons for decisions and restricting information only when the law prohibits disclosure. The Contractor agrees to:

- 4.1.1 be subject to compliance with the relevant statutory confidentiality provisions which apply to contractors of the Ombudsman;
- 4.1.2 support the provision of access by the Ombudsman to general information relating to the Ombudsman's activities in a way that is open and enhances its accountability to the general public;
- 4.1.3 protect against the disclosure of restricted or Confidential Information;
- 4.1.4 exercise due care in the storage of mail, documents, and the disposal of records, either electronic or paper;
- 4.1.5 seek written approval from the Ombudsman prior to publishing information to the media and prior to giving any lectures or publishing any letters, articles or books relating to or potentially relating to the affairs of the Ombudsman;
- 4.1.6 ensure that all phone calls, emails and letters received from the media are re-routed through to the Ombudsman or its nominee unless they are asked by the Ombudsman to deal directly with them; and
- 4.1.7 comply with relevant statutory provisions including, where applicable, the Data Protection Act 2018, the Official Secrets Act 1963, the Freedom of Information Act 2014, as amended,

the Ombudsman for the 2002 Act, as amended, and the Ethics and Public Office Acts 1995 and 2014 Act.

- 4.2 All Confidential Information disclosed by or on behalf of the Ombudsman hereunder and all Intellectual Property Rights in or to such Confidential Information are and shall remain the property of the Ombudsman.

5. Responsible Internet and Social Media Usage

- 5.1 Contractors have an obligation to ensure that time spent on the internet is relevant to the services being provided and not excessive. The Contractor agrees not to:
- 5.1.1 use the Internet for the downloading of pornography or other obscenities;
 - 5.1.2 send or forward an e-mail or put a posting on social media which contains defamatory, confidential or infringing material or which binds the Ombudsman in a manner not authorised by the Ombudsman or which contains comments of a discriminatory nature;
 - 5.1.3 send or forward an e-mail or put a posting on social media which purports to express the view of the Ombudsman without first obtaining written authorisation from the Ombudsman.
- 5.2 Contractors should note that e-mails, attachments to e-mails and use of social media are capable of being monitored at any time despite system features such as passwords, blind copies and the power to delete messages, which gives the impression of privacy. The Ombudsman reserves the right to intercept and monitor e-mails where it is deemed necessary and proportionate. This may occur where the Ombudsman is investigating questions of theft, bad conduct, illegality, fraud or harassment; in order to safe-guard and protect Confidential Information, in order to evaluate productivity or overall organisational performance, for the purposes of conducting systems maintenance or for the purposes of trouble-shooting or in any other circumstances where the Ombudsman deems it reasonable and necessary.
- 5.3 Any violations of the law, which are identified as a result of such monitoring, may result in the termination of the Services Agreement and/or may result in criminal prosecution.
- 5.4 The Contractor agrees that the same care should be taken with the content of an e-mail communication or use of social media as with any letters from the Ombudsman. A hard copy of e-mails both sent and received should be maintained.
- 5.5 By entering into this Agreement the Contractor agrees to the monitoring by the Ombudsman of internet usage and email communications received, created, stored, sent or forwarded by them on equipment provided by the Ombudsman.

6. **Miscellaneous**

6.1 This Agreement is governed by and shall be construed in accordance with Irish law and the parties to this agreement hereby submit to the exclusive jurisdiction of the Irish courts.

6.2 The benefit of each and every one of the provisions of this Agreement shall be deemed separate and severable and enforceable accordingly. In the event that any provision of this Agreement is held to be illegal, against public policy or otherwise unenforceable or void but would be enforceable in a reduced form the provision shall have effect in such reduced form and, the validity of the remaining portions or provisions hereof shall not be affected.

IN WITNESS WHEREOF the parties have executed this Agreement on the date and year first above written.

**Signed for and on behalf of
Ombudsman for Children’s Office (the “Ombudsman”)**

By: _____

Name: _____

Title: _____

Date: _____

Signed

By: _____

Name: _____

Title: _____

Date: _____