



ÍSAFJARÐARBÆR

Declaration of confidentiality and discretion

I hereby undertake to maintain the utmost confidentiality regarding everything I become aware of in my work at Ísafjarðarbær and should be kept secret. This duty of confidentiality and discretion extends to all information that I find in the execution of my work that must be kept secret in accordance with law, instructions of the Data Protection Authority or are not in the public domain. I must handle all personal information which I have access to with the utmost confidentiality and observe the provisions of Act no. 90/2018 on Personal Protection and the Processing of Personal Information in addition to Articles 57 and 101 in the Local Government Act no. 138/2011.

I undertake to not disclose, in any form, confidential information to any person, individual, company or organization and to not use confidential information for any commercial purpose or for any purpose other than to perform the tasks entrusted to me in connection within my job for the employer. I am aware that the disclosure of confidential information, in any form, to anyone, could cause harm to the employer and those concerned. The confidential information could e.g., concerning the financial and personal issues of individuals within the municipality, employees of the employer, children and related parties and elected representatives. Also, information concerning business interests, such as the structure of operations, technical implementations, costs and bid amounts, arrangement, and organization of works and services.

I will also make sure that I will conduct all registrations in my employer's electronic information systems in a professional manner and follow the employer's rules, on handling electronic systems and documents, as they are at any given time.

I vow to respect the duty of confidentiality and discretion described above and realize that it also applies after I resign from my employer. I am aware that violations of this duty of confidentiality may be punishable under Article 230 of the General Penal Code no. 19/1940, Article 48 Act no. 90/2018 on Personal Protection and the Processing of Personal Information or, as the case may be, provisions of other laws.

I have read and understand this statement and accept it. It is clear to me that this statement is part of my employment contract.

Ísafjarðarbær _____
date.

Employee name and social security number

Attachment: Legal provision referred to in the declaration

Local Government Act no. 138/2011

- Article 57. Terms of employment, rights and obligations.
- Terms of employment, rights and obligations of municipal employees are governed by the provisions of the wage agreements in each case and the provisions of the employment contracts.
- Municipal employees and others hired by municipalities to work on certain projects are bound by a duty of confidentiality regarding matters of which they become aware of in the course of their work and which are to be kept secret in accordance with law, the instructions of superiors or the nature of the case. Confidentiality remains even if employee resigns.

- Article 101. Duties of private parties performing tasks for the municipality.
- If a municipality concludes an agreement with a private party that falls under the first paragraph. Article 100 or entrusts him, on the basis of a special legal authority, with the power to make decisions on the rights or obligations of persons, the contractor and his employees shall be bound by a duty of confidentiality regarding what they become aware of when carrying out a project or service under this Article. The provisions of the second paragraph in Article 57 apply to the duty of confidentiality, and a violation of it shall be punishable under the Penal Code. Furthermore, the provisions of the Administrative Procedure Act, the Information Act and the Act on the Right to Information on Environmental Matters, as well as the general principles of administrative law, shall apply to the administration which the contractor undertakes.
- The same applies if a regional association concludes such agreements with private parties.

General Penal Code no. 19/1940

- Article 230
- If a person who has or has held a job that requires an official appointment, permit or recognition to report on any private matters that are to be kept secret and which he has become aware of in the course of his work, it is subject to fines or [imprisonment for up to 1 year]. The same punishment also applies to the same act of the persons who have assisted the above persons in their work.

Act on Personal Data Protection and Processing of Personal Data no. 90/2018

- Article 48. Penalties.
- If a person's offense is serious, it can result in imprisonment for up to three years. Violations are considered serious when committed intentionally and for profit in a particularly punishable manner and the personal data of a large number of registered individuals who are to be kept secret by law or the nature of the case fall into the hands of third parties or are made public.
- If a representative of a legal entity, his employee or another person on his behalf has committed an offense pursuant to Art. Paragraph 1 in the activities of the legal entity, he may be punished, in parallel with the administrative fine imposed on the legal entity pursuant to Art. Article 46 of this Act.
- Violation of an individual's duty of confidentiality according to Articles 36 and 44 of this Act is punishable by fines or imprisonment for up to one year. If he has committed the offense in order to obtain himself or another unjust gain, imprisonment may be punishable by up to three years.
- The confiscation of the proceeds of the offense and the parts used to commit the offense shall be subject to the provisions of Article VII. Chapter A of the General Penal Code.