



# Confidentiality Policy

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## Purpose

The purpose of this document is to provide a framework for the Royal South Street Society (RSSS) in dealing with confidentiality considerations.

## Policy

In the course of performing their normal duties for RSSS it is likely that all employees will, at some time, have access to confidential information. Depending on the nature of the employee's role this may be more or less frequent, but it is important that all employees understand their obligations in relation to confidential information.

The purpose of this policy is to enable RSSS employees to:

- Recognise what information is confidential
- Understand their obligations in relation to protection of confidentiality
- Understand the serious consequences of a failure to observe confidentiality obligations

## What is Confidential Information

Confidential information is valuable material which belongs to the employer, even if an employee has had a significant role in finding or creating the information. This may even be the case if the employee has done so outside of normal business hours.

For the purpose of this policy Confidential Information means:

- Information does not have to be specifically identified as "Confidential" before it is considered confidential. "Confidential Information" includes any document marked "Confidential" or any information which an employee is told is "Confidential" or which an employee should reasonably expect to be regarded by RSSS as "Confidential";
- Any confidential information regardless of the form or media that it is held in. Confidential information can include information in written, pictorial, oral, hard copy, electronic, or any other form whatsoever.
- Particular types of information which are sensitive for RSSS and its related entities, or its customers and clients. Information may be sensitive for commercial reasons or for any reason relating to the operation of the business. Examples of these types of information include:
  - business and operation plans, programs and strategies;
  - research and development operations;
  - inventions, copyrights, processes, ideas, developments, technology, programs, designs, specifications and formula, product development and related information;
  - current, proposed or future business methods and services;
  - trading relationships with vendors;
  - financial details, pricing structures, financial information, financial plans, financial data, financial condition and results of operations;
  - distribution, sales, services, support and marketing practices, operations and plans;
  - details or records of members and customers and potential customers, customer lists, contact persons and customer telephone numbers and electronic contact details;
  - details of advice or information given to RSSS customers or clients;
  - details of staff and contractors.

This definition is not intended to limit the kinds of information which are considered Confidential Information. If you are unsure about whether particular information is confidential, please seek clarification from the CEO.

### **Employees' obligations in relation to confidential information**

All employees are under a legal duty to preserve the confidentiality of information which belongs to his or her employer.

These legal duties are contained in your contract of employment and are also imposed by the operation of the law.

Furthermore, Confidential Information belonging to RSSS will generally be subject to protection as copyright material belonging to RSSS. Employees may also be under obligation under the Corporations Act and privacy legislation not to disclose Confidential Information.

The key obligations of RSSS employees are:

- Not, except when required in the proper performance of your duties, to disclose RSSS's Confidential Information to any third party including any company or individual who is not a RSSS employee authorised to view the Confidential Information;
- To only use and disclose RSSS's Confidential Information so far as it is necessary for the proper performance of your duties;
- To do everything reasonable to ensure that RSSS's Confidential Information is not disclosed in an unauthorised way to any third party;
- To avoid using RSSS's Confidential Information in any way to obtain a personal benefit for you or any person who is not an employee of RSSS or who is a family member or close friend;
- To ensure that any Confidential Information which you deal with in your employment is kept securely at all times. Exercise care in emailing or electronically storing information;
- To avoid making unnecessary copies of information;
- When your employment ends, to return or destroy (at RSSS's direction) any copies, in whatever form, of any Confidential Information to RSSS. This includes any paper or electronic copies and any notes made from Confidential Information

If you are unsure about how you should handle Confidential Information you must seek clarification from the CEO.

### **When can confidential information be disclosed**

An employee's obligation to preserve the confidentiality of the information may cease to apply in certain circumstances, which are set out below. Information falling within one of these categories does not necessarily cease to be Confidential Information, and employees should always ensure that, where they are unsure, disclosure is authorised by the CEO.

- The information comes into the public domain other than by reason of unauthorised disclosure;
- The information was in the possession of the employee from a source other than RSSS, its respective related corporations or any of the directors, shareholders, officers, employees or agents of RSSS or its related corporations;
- After the employee receives the information, it becomes available in the public domain by reason of a media report (except where that availability is a consequence of a breach of an employee's obligations or those of a fellow employee);
- The information is required to be disclosed by reason of any lawful requirements of any government, administrative body, authority or department;
- The information is required to be disclosed to any Court in the event of legal action

## **Breaches of Confidentiality**

RSSS views a breach of confidentiality extremely seriously. Employees who breach obligations of confidentiality seriously undermine the trust that RSSS can have that he or she will perform their duties properly and in RSSS's best interests.

In many cases a breach of confidentiality will constitute grounds for immediate termination of employment. At RSSS's discretion other less serious disciplinary action may be taken.

It is also possible that RSSS's interests may be so seriously damaged by the disclosure of confidential information that legal action against an employee is justified. The remedies which RSSS might be able to obtain from a Court in case of a breach of confidentiality include orders to pay monetary damages or injunctions, which are orders to prevent further disclosure of the information or to prevent an employee taking advantage of an unlawful disclosure.

Please note that confidentiality obligations continue post the period of employment with RSSS as outlined in the employee's employment agreement.

## **Authorisation Signature**

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**Name**

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**Date**

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