Policy – Confidentiality

Purpose & Scope

[Company] is committed to protecting the confidentiality of our employees, clients, partners and company and has devised this policy to explain how we expect our employees to treat that information.

This policy covers all employees, contractors and volunteers.

Definitions

**Confidential** – Confidential and proprietary information is secret, valuable, expensive and/or easily replicated.

Common examples of confidential information are:

* Unpublished financial information
* Data of Customers/Partners/Vendors Patents, formulas or new technologies
* Customer lists (existing and prospective)
* Data entrusted to our company by external parties Pricing/marketing and other undisclosed strategies
* Documents and processes explicitly marked as confidential
* Unpublished goals, forecasts and initiatives marked as confidential
* Employee Information for example, personal details or salary data

**Employee** – an individual who works part-time or full-time under a contract of employment, whether oral or written, express or implied, and has recognised rights and duties

**Contractor** – a person or firm that undertakes a contract to provide materials or labour to perform a service or do a job

**Volunteer** – a person who works for an organisation without being paid

Do’s and Don'ts

When you have access to confidential information, you must:

* Ensure information is secure both physically and electronically
* Shred confidential documents when they’re no longer needed
* Make sure confidential information is only accessed via secure devices
* Only disclose information when it is necessary and when authorised by the CEO/Director/Founder

When you have access to confidential information you must not:

* Use confidential information for any personal benefit or profit
* Disclose confidential information unless authorised
* Store confidential information on non-authorised personal storage devices including but not restricted to, hard drive, USB devices, personal computers, etc.

Content

Whilst you are working with [Company]:

* You must use Confidential Information only for the purpose of performing your role
* You must keep confidential all Confidential Information other than to the extent that:
	+ you are required to disclose the Confidential Information in the course of your duties
	+ you are required by law to disclose the Confidential Information; or
	+ you have the prior written permission of the Company to disclose the Confidential Information
* Except as expressly authorised by the Company in writing, you will not use or disclose your own or any third party’s confidential information or intellectual property when acting on behalf of the Company
* You must not use or attempt to use Confidential Information in any manner which may injure or cause loss, either directly or indirectly, to the Company, or which may be likely to do so
* You must immediately notify the Company of any suspected or actual unauthorised use, copying or disclosure of Confidential Information
* Both during and after your time working with the Company, you must take all reasonable and necessary precautions to maintain the secrecy and prevent disclosure of Confidential Information
* You must ensure that proper and secure storage is provided for the Confidential Information while in your possession or under you control
* If you are obliged by law to disclose any Confidential Information (or you anticipate that you may be obliged to do so), you must immediately notify the Company of the actual or anticipated requirement and use all lawful means to delay and withhold disclosure until the Company has had a reasonable opportunity to oppose disclosure (if the Company feels this is appropriate)

When You Leave

When you stop working for [Company], you are obliged to return all confidential information, including all copies and delete all confidential information from your personal devices.

Breach of Policy

Failure to comply with this policy could constitute a breach of employment or other contractual conditions. This may result in disciplinary action being taken, in the form of either a verbal or written warning. In serious cases it may result in the termination of employment.

Approvals & review

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| --- | --- |
| Policy review date: |  |
| Policy approved by title: | [Company] Pty Ltd |
| Policy approved by signature: |  |