**CONFIDENTIALITY POLICY**

This template policy is intended to assist member businesses develop their own workplace policy. The following information should be used as a guide only. Any wording changes, other than those to insert a business name, may change the context, meaning or purpose of the policy. We recommend you receive advice from the Victorian Chamber of Commerce and Industry prior to making such changes.

## Contacting the Victorian Chamber of Commerce and Industry

The Victorian Chamber’s team of experienced workplace relations advisors can assist members with a range of employment, human resources and industrial relations issues.

Our experienced workplace relations consultants can also provide assistance to both members and non-members on a range of more complex matters for a fee-for-service. The consultants can, among other things, provide training to employees, conduct investigations and provide representation at proceedings at the Fair Work Commission.

For assistance or more information, please contact the Workplace Relations Advice Line on (03) 8662 5222.

Disclaimer

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# CONFIDENTIALITY

Date of issue:

Policy approved by:

Contact person:

## 1 PURPOSE

The purpose of this policy is to enable **[INSERT COMPANY NAME]** employees to:

* recognise what information is confidential;
* understand their obligations in relation to protection of confidentiality; and
* understand the serious consequences of a failure to observe confidentiality obligations.

## 2 APPLICATION

This Policy applies to all employees of **[INSERT COMPANY NAME]**

The Policy is not intended to override the terms of any award, enterprise agreement or contract that applies to an employee.

## 3 POLICY

### What is Confidential Information?

Confidential information is valuable information which belongs to an employer, even where an employee has played a significant role in consolidating the information outside of normal business hours but within the scope of the business.

Information need not be labelled as confidential and may include information that an employee would reasonably expect to be regarded as confidential, regardless of the form and medium of that information.

Confidential Information includes:

* Particular types of information which are sensitive for **[INSERT COMPANY NAME]** 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;
	+ member, customer and client customer service usages and requirements, prospects and objectives;
	+ 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 member and customers and potential customers, customer lists, contact persons and customer telephone numbers and electronic contact details;
	+ details of advice or information given to **[INSERT COMPANY NAME]** customers or clients; or
	+ 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 your manager.

### Employee’s 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 **[INSERT COMPANY NAME]** will generally be subject to protection as copyright material. Employees may also have obligations under the *Corporations Act 2001* (Cth) and privacy legislation not to disclose Confidential Information to any third party including any company or individual who is not a **[INSERT COMPANY NAME]** employee authorised to view the Confidential Information. Each employee must ensure that Confidential Information is kept securely and that care is exercised when emailing or electronically storing information.

All employees are to only use and disclose **[INSERT COMPANY NAME]**’s Confidential Information so far as it is necessary for the proper performance of their duties and to do everything reasonable to ensure that **[INSERT COMPANY NAME]**’s Confidential Information is not disclosed in an unauthorised way to any third party or used to obtain a personal benefit (see also **[INSERT COMPANY NAME]** Conflict of Interest Policy).

Employees should avoid making unnecessary copies of information and at the conclusion of an employee’s employment, any copies of Confidential Information in any form must be returned or destroyed. Where an employee is unsure about how to handle Confidential Information, clarification must be sought from a Manager.

### When can Confidential Information be disclosed?

An employee’s obligation to preserve the confidentiality of the information may cease to apply in certain circumstances, including:

* 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 **[INSERT COMPANY NAME]**, its respective related corporations or any of the directors, shareholders, officers, employees or agents of **[INSERT COMPANY NAME]** 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; or
* the information is required to be disclosed to any Court in the event of legal action.
* 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 authorized by their manager.

### What happens if an employee breaches their obligations of confidentiality?

**[INSERT COMPANY NAME]** views a breach of confidentiality extremely seriously. Employees who breach obligations of confidentiality seriously undermine the trust that **[INSERT COMPANY NAME]** can have that he or she will perform their duties properly and in **[INSERT COMPANY NAME]**’s best interests.

In many cases, a breach of confidentiality will constitute grounds for immediate termination of employment. At **[INSERT COMPANY NAME]**’s discretion other less serious disciplinary action may be taken.

It is also possible that **[INSERT COMPANY NAME]**’s interests may be so seriously damaged by the disclosure of confidential information that legal action against an employee is justified. The remedies which **[INSERT COMPANY NAME]** 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 **[INSERT COMPANY NAME]** as outlined in the employee’s contract of employment.

## 4 POLICY REVIEW

**[INSERT COMPANY NAME]** may make changes to this policy from time to time to improve the effectiveness of its operation.

WORKPLACE PARTICIPANT ACKNOWLEDGEMENT

## I acknowledge:

##  I have received, read and understood the policy

##  I am required to comply with the policy; and

## There may be disciplinary consequences if I fail to comply, up to and including the termination of my employment.

Name: Signature:

Date: