

Policy Number	8.13.1
Approval Body	Executive Committee
Policy Officer	Director Human Resources
Approval Date	September 2014

8.13.1 CONFIDENTIALITY PROCEDURES

ENABLING POLICY

8.13 Confidentiality

PROCEDURES

1. All confidential information heard, created or accumulated by University Employees, Contractors or Volunteers must be used, reviewed or accessed on a strict need-to-know basis in the performance of job functions, contract or volunteer work and must not be disclosed to anyone other than persons authorized to receive it, both during an employment, contract or volunteer period and beyond it.
2. Information must be collected, recorded, corrected, accessed, altered, used, disclosed, retained and removed in accordance with appropriate legislation and University policy and must be maintained in a secure manner. The accuracy of the information throughout the collection, recording and, where authorized, dissemination process must be ensured.
3. Information must be used for only the original purpose for which it was collected or a purpose consistent with the original purpose, unless otherwise approved or authorized.
4. Information relating to the University that is officially in the public domain may not be considered confidential.
5. Employees, Contractors or Volunteers who are uncertain whether information is confidential should consult their supervisor(s) prior to using and/or disclosing the information.
6. Employees, Contractors and Volunteers must notify their supervisor(s) if they have reason to believe that confidential information has been lost, stolen, misused or improperly disclosed.
6. Individuals failing to comply with this policy may be subject to disciplinary action, up to and including, dismissal from the University, termination of contract and potential legal action.
7. Prior to commencement of employment, the Employee will be advised of the Human Resources policies, including the Confidentiality policy, in his/her offer letter. Contractors or Volunteers will be advised of the policy and will be required to sign the appropriate confidentiality agreement (example below).
8. Upon completion of employment, contract or volunteer work, the Employee, Contractor or Volunteer will return any and all University records and/or information to their supervisor(s).

SAMPLE

CONFIDENTIALITY statement

I acknowledge that as part of my contract for service or volunteer affiliation with Emily Carr University of Art + Design ("ECUAD"), I will be given access to information that is of a personal, confidential and/ or proprietary nature, including but not limited to: personal information related to staff, faculty and students, such as names, e-mail addresses, salaries, health records, academic and employment information, research data, inventions, strategic planning, credit card or other financial information, alumni and donor records, and any other information for which access, use, or disclosure is not authorized by: 1) applicable laws; or 2) ECUAD policy operations ("Confidential Information"), for the purpose of fulfilling employment obligations.

I acknowledge and agree that such information is the exclusive property of ECUAD and that the information could be used to the detriment of ECUAD. I therefore undertake to treat confidentially all such information and agree not to disclose any such information to any third party not employed by ECUAD at any time, either during the term of my volunteer affiliation or at any time after the date of the termination of my volunteer affiliation at ECUAD, unless ECUAD gives written authorization. Furthermore, Confidential Information shall not be used for any purpose other than its reasonable use in the normal performance of employment duties for ECUAD.

I agree that upon termination of my affiliation, I will return to ECUAD all drawings, blueprints, records, software and data and other media that I may have taken possession of during my work assignment/service.

I understand that a breach of confidentiality or misuse of information could result in termination of the contract of service, volunteer affiliation and/or legal action.

I agree that my rights and obligations under this Agreement will survive the termination of my contract or volunteer affiliation with ECUAD.

I acknowledge that I have read and understood this confidentiality agreement and agree to abide by it.

Name: _____

Signature: _____

Date: _____

Witness: _____