

 FAMILY DAY	POLICY TITLE	CATEGORY
	Confidentiality & Non-Disclosure of Proprietary Information	Human Resources
	APPROVING BODY OR POSITION	APPROVAL DATE
	Manager, Human Resources	November 2010
	PRIMARY LEGISLATION / REGULATION REFERENCE(S)	
<ul style="list-style-type: none"> • Personal Information Protection and Electronic Documents Act (PIPEDA), 2000 • Personal Health Information Protection Act (PHIPA), 2004 		

POLICY

It is Family Day's policy to broadly share information about Family Day with all employees and where appropriate with the community. Because of the sensitive nature of Family Day Care Services' business, it is important to protect its clients and business interests by ensuring personal and confidential and/or proprietary information is not disclosed to anyone outside the organization whether or not that person could benefit directly or indirectly from having that information.

Purpose

The purpose of this policy is to communicate to Family Day staff and receive their personal commitment to protect confidential, technical and proprietary information and ensure that it remains the sole and exclusive property of Family Day Care Services.

Scope

This Policy and Procedure applies to all employees who may have access to technical, confidential or proprietary information of Family Day Care Services.

Responsibility

The Director, Human Resources and the Program Manager are responsible for ensuring the Confidentiality & Non-disclosure of Proprietary Information Agreements are signed:

- by employees, at the hiring stage (Appendix A), and
- by others, before they are given access to information covered by the Non-Disclosure Agreement (Appendix B).

Definitions of Confidential Information

The term "Confidential or Proprietary Information" means any secret, confidential or proprietary information of Family Day Care Services or any confidential or proprietary information entrusted to Family Day Care Services by any other person or entity.

Proprietary also includes research, practice, systems, product, processes, plans or programs developed, reduced to practice or received by an individual (whether solely or jointly with others) during the period, and in the course, of that person's employment with Family Day Care Services, or:

1. on Family Day Care Services' premises, or
2. with the assistance of any of Family Day Care Services' employees or consultants, or
3. with Family Day Care Services' equipment or supplies.

Some examples of confidential, proprietary and/or sensitive information are, but not limited to, the following:

- sensitive information may include financial, statistical and/or information
- involving public, government and corporate relations
- personal and/or financial information related to children and families
- written or verbal communications on matters involving employees
- personal matters involving students, volunteers and/or home child care caregivers
- certain financial and budget information during initial phases of budget development
- Board and committee deliberations prior to decisions being made
- collective bargaining
- labour relations matters and resolutions

Procedures

- All employees, as a condition of employment, shall sign the Employee Declaration (Appendix A) and the Employee Non-Disclosure Agreement (Appendix B) during their initial hiring documentation and any time thereafter when an updated version requires signature.
- All forms and verbal information on children, families and home child care caregivers are of a confidential nature and made available to you solely to help you care more appropriately for the needs of each child. Such information is to remain in confidence to protect all parties. From time to time there may be confidential information about children and families that cannot be shared with you.
- It is expected that no employee will remove (without consent) confidential files from Family Day that if lost would compromise employees, children, families, partners or Family Day.
- In the event that it may be misplaced or lost, no identifiable information related to any person or the agency should be transported on “portable hard drives”.
- Confidential information should not be transferred to a Blackberry or other personal device that may contain confidential information that may compromise any person or the organization if it should be misplaced or lost.
- Any violation of this confidentiality policy may lead to disciplinary action up to and including termination of employment.
- The Director, Human Resources, or a designated nominee will remind departing employees by way of the exit interview process of their duty of confidentiality.

See: Appendix A: Employee Declaration
Appendix B: Employee Non-Disclosure Agreement



**FAMILY
DAY**

**CONFIDENTIALITY & NON-DISCLOSURE OF
PROPRIETARY INFORMATION
EMPLOYEE DECLARATION**

I have read the Confidentiality & Non-disclosure of Proprietary Information Policy and I understand it is my responsibility to keep any information that I receive in the course of carrying out my job, confidential at all times.

I will not discuss individuals or confidential information in a public place.

Name (print): _____

Position: _____ Dept: _____

Signature: _____ Date: _____

Witness (print): _____

Signature: _____ Date: _____



**CONFIDENTIALITY & NON-DISCLOSURE OF
PROPRIETARY INFORMATION
EMPLOYEE NON-DISCLOSURE AGREEMENT**

In consideration of being employed by Family Day Care Services (hereafter called the Agency), the undersigned employee hereby agrees and acknowledges:

1. That during the course of my employment there may be disclosed to me certain trade secrets of the Agency; said trade secrets consisting but not necessarily limited to:
 - a) technical information: methods, processes, formulae, compositions, systems techniques, inventions, computer programs and/or research projects.
 - b) business information: customer lists, pricing data, sources of supply, financial data and marketing, production of program/curriculum materials.
2. I agree that I shall not during, or at any time after the termination of my employment with the Agency use for myself or others, or disclose or divulge to others including future employers or employees, any trade secrets, confidential information, or any other proprietary data of the Agency in violation of this agreement.
3. That upon the termination of my employment from the Agency;
 - a) I shall return to the Agency all documents and property of the Agency, including but not necessarily limited to: drawings, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Agency's business, or in any way obtained by me during the course of employment. I further agree that I shall not retain copies, notes or abstracts of the foregoing.
 - b) The Agency may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.
 - c) This agreement shall be binding upon me and my personal representatives.

Name (print): _____

Position: _____ Dept: _____

Signature: _____ Date: _____

Witness (print): _____

Signature: _____ Date: _____