



CONFIDENTIALITY POLICY

Issued: March 2010

INTRODUCTION AND SCOPE

This policy applies to all Uniting Church SA (UCASA) and Coromandel Valley Uniting Church (CVUC) personnel as defined in the Workplace Policies and Procedures Manual introduction, i.e. Ministers of the Word, those in specified ministries, lay staff and volunteers.

DEFINITION

For the purpose of this policy, "confidential information" is defined as:

- the names, details and other personal or business information relating to Ministers, Congregational members, adherents, clients and volunteer or paid personnel of CVUC (UCASA) judged to be of a sensitive nature;
- matters of a pastoral, professional or personal nature, intellectual property of any type, information on the reasons for any CVUC (UCASA) decision, marketing procedures and information, accounting programs and procedures, financial information, strategic and business plans whether they relate to the Presbytery and Synod or individual faith communities and congregations;
- other information which CVUC (UCASA) through any of its policy and processes has defined as confidential (including Church Council Minutes or which, if disclosed, could be reasonable expected to be detrimental to the standing of CVUC (UCASA) as a whole, any specific group within CVUC (UCASA) or any of its employees, members or adherents; and
- all other information which is communicated to personnel in circumstances which they know, or ought reasonably to know, is confidential to CVUC (UCASA) or any other persons with whom CVUC (UCASA) is associated, but excludes any information that could be reasonably assumed to be public knowledge or that was known to you prior to the commencement of your employment or volunteer duties with CVUC (UCASA).

EXPECTATIONS OF PERSONNEL CURRENTLY EMPLOYED

- > will have signed the Confidentiality Agreement as attached in Appendix 1.
- > will use confidential information solely for the purposes of performing their duties for CVUC (UCASA);
- > will take reasonable steps to ensure the ongoing confidentiality of all information is maintained.
- > will use an appropriate coding system where the sensitivity of the information requires this level of security.

Personnel should note that as outlined in Section 5.1 of the Confidentiality Agreement, you may be required to divulge confidential information to a third party in any manner required by law or legislative requirement.

Personnel currently working for CVUC (UCASA) who are found to be in breach of this confidentiality policy whilst employed by or in volunteer service for CVUC (UCASA), may be subject to disciplinary action.

However, it is important that CVUC (UCASA) personnel recognise that the work of the Church can be significantly enhanced by the responsible transfer of confidential information between those who need access to this confidential information in order to make the most informed decisions. In this sense the use of confidential information should be seen as a ministry advantage rather than impediment.

EXPECTATIONS OF PERSONNEL AT RETIREMENT OR RESIGNATION



At the end of a person's employment or volunteer service, they must return to CVUC (UCASA);

- > all confidential information whether held in electronic or hard copy form; and
- > all copies of confidential information and notes and other records based on or incorporating confidential information

in their possession or control where this information relates directly to the person's position in CVUC (UCASA) rather than information that should continue to remain the property of the person.

CVUC (UCASA) personnel's obligation to confidentiality will continue after the end of their employment or volunteer service other than to the extent that this information forms part of their stock of general skills and knowledge.

Any ex-employee or ex-volunteer found to be in breach of this confidentiality obligation may be subject to legal action.

RELATIONSHIP TO EMPLOYMENT CONTRACTS

This Policy and the attached Confidentiality Agreement will operate in conjunction with the terms and conditions of employment for all USCA personnel. This agreement:

- > must be signed prior to the commencement of employment; and
- > will be signed by volunteers where it is deemed relevant for their role.

Peter Battersby
November 2013
Executive Officer, Resources

EXTRACT FROM ASSOCIATIONS INCORPORATIONS ACT 1985 (AS AMENDED)

30 - Certain persons not to be members of the committee

- (1) A person who is an insolvent under administration must not, without leave of the Commission, be a member of the committee of an incorporated association, or be in any way (whether directly or indirectly) concerned in or take part in the management of an incorporated association.
- (2) A person who has been convicted within or outside the State —
 - (a) on an indictment of an offence in connection with the promotion, formation or management of a body corporate; or
 - (b) of an offence involving fraud or dishonesty punishable on conviction by imprisonment for a period of not less than three months; or
 - (c) of an indictable offence; or
 - (d) of—
 - (i) an offence against section 39A; or
 - (ii) an offence against a provision applied by section 41B; or
 - (iii) an offence against section 60,

must not, within a period of five years after his or her conviction or, if he or she was sentenced to imprisonment, after his or her release from prison, without leave of the Commission, be a member of the committee of an incorporated association, or be in any way (whether directly or indirectly) concerned in or take part in the management of an incorporated association.



CONFIDENTIALITY AGREEMENT

BETWEEN

Name: _____

Address: _____

AND

The South Australian Synod of the Uniting Church in Australia on behalf of the Church ("Uniting Church SA") ABN 25 068 897 781 of Level 2, 212 Pirie Street, ADELAIDE SA 5000

THIS AGREEMENT PROVIDES AS FOLLOWS:

1. During the course of your employment/voluntary services, you will be required to keep certain information that comes within your knowledge and possession in accordance with the UCASA's Confidentiality Policy
2. For the purpose of this agreement, "confidential information" is defined as:
 - the names, details and other personal or business information relating to the members, adherents, clients and volunteer or paid personnel of UCASA judged to be of a sensitive nature;
 - matters of a pastoral, professional or personal nature, intellectual property of any type, information on the reasons for any UCASA decision, marketing procedures and information, accounting programs and procedures, financial information, strategic and business plans whether they relate to the Presbytery and Synod or individual faith communities and congregations;
 - other information which UCASA through any of its policy and processes has defined as confidential or which, if disclosed, could be reasonable expected to be detrimental to the standing of UCASA as a whole, any specific group within UCASA or any of its members, adherents and volunteer or paid personnel; and
 - all other information which is communicated to personnel in circumstances which they know, or ought reasonably to know, is confidential to UCASA or any other persons with whom UCASA is associated,

but excludes any information that could be reasonably assumed to be public knowledge or that was known to you prior to the commencement of your employment or volunteer duties with UCASA.



3. You acknowledge that the confidential information belonging to UCASA will remain the absolute and exclusive property of UCASA. In the case of confidential information developed or contributed to by you, this will be deemed to have been assigned to UCASA in consideration of your employment with UCASA.
4. You also acknowledge that on the termination or resignation of your employment/voluntary services, you will return all documentation including, but not limited to, originals, copies, soft copies, emails or any other copy of a document, which is confidential information belonging to UCASA. With prior written consent of UCASA, you are permitted to keep a record of titles of documents created during the course of your employment with UCASA.
5. You will not without UCASA's prior written consent:
 - 5.1 Disclose or divulge any of the confidential information to any third party in any manner whatsoever unless required by law;
 - 5.2 Use any of the confidential information for any purpose other than your employment/voluntary services with UCASA; and
 - 5.3 Remove, retain or make copies of any confidential information following the termination of your employment/voluntary services.
6. You will be permitted to remove any of the confidential information from any UCASA premises to carry out your ordinary duties. You must however, maintain the confidentiality and security of that information off site at all times.

DATED the _____ day of _____ 20__

Signed by the Employer/Volunteer:

Signed by Witness:

(print name)

(print name)

(signature)

(signature)

(position)