

Bermuda Amateur Swimming Association Confidentiality Agreement

Introduction

To carry out its mission, The Bermuda Amateur Swimming Association (BASA) maintains important relationships with, and strives to promote the confidence of various organisations and individuals including, but not limited to, government agencies. It is expected that those associated with BASA will operate in a manner that is in the best interests of BASA, its mission and members. While BASA is committed to transparent and open dealings, it must retain the loyalty and trust of its donors and the public in order to fulfil its mission. To this end, BASA has prepared this *Confidentiality Agreement* for all board and committee members, employees and volunteers (each, a “Responsible Person”).

What is Confidential?

The confidentiality of information needs to be considered in the context of individual circumstances. However, by way of general indicative guidance, the following categories of information would normally be treated as confidential:

- Where there is a legal restriction on the disclosure of information (for example, under contractual obligations binding on BASA);
- All board and committee agendas, minutes and reports;
- Where information is supplied to a Responsible Person by BASA or one of its directors, officers or other person and is stated to be confidential;
- Matters concerning terms and conditions of employment of employees of BASA or performance reviews or pending grievance or disciplinary proceedings;
- Personal information concerning individual donors or members or grantees;
- Information which, given its nature, timing and context is such that a reasonable person would consider it to be confidential. The disclosure of such information would normally tend to have a detrimental effect on the interests of BASA, its members or third parties involved.

Note: Information does not have to be marked as ‘confidential’ for it to be treated as such. In many cases the fact that the information is confidential may be inferred from the subject matter and the surrounding circumstances.

Policy on Confidentiality

Responsible Persons shall not disclose or make accessible confidential information belonging to, or obtained through affiliation with BASA, to any person other than those who have a legitimate need for such information and to whom **BASA**, through its Board of Directors has authorised disclosure.

Responsible Persons must use confidential information solely for the purpose of performing services related to **BASA**. This policy is in no way intended to prevent disclosure where disclosure is required by law.

Responsible Persons must exercise good judgment and care at all times to avoid unauthorised or improper disclosures of confidential information. In particular:

- Conversations in public places should be limited to matters that do not pertain to information of a sensitive or confidential nature and organisational, board and individual confidentiality should be respected at all times.

- No one should speak as a representative of BASA to the media or in a public forum without the prior knowledge and approval of the board.
- Responsible Persons should be sensitive to the risk of inadvertent disclosure and should, for example, refrain from leaving confidential information on desks or otherwise in plain view, refrain from the use of speaker phones to discuss confidential information if the conversation could be heard by unauthorised persons, and be prudent in the use of e-mail in the transmittal of confidential information.

At the end of an individual's relationship with BASA, she/he shall return all documents, papers, and other materials – regardless of the medium – which may contain or be derived from confidential information. It should be understood that this duty of confidentiality shall continue to have effect even when the individual is no longer associated with BASA.

It is understood that violation of any clause of this *Confidentiality Agreement* is cause for the seeking of any remedies or recourse available to BASA.

Acknowledgment and Agreement

I understand that my signature constitutes acceptance of these conditions.

Print Name _____

Signature _____

Date _____

Position with the Bermuda Amateur Swimming Association:

- Employee
- Board member
- Committee member
- Volunteer in another capacity