



We build strong **PEOPLE**  
strong **FAMILIES** strong **COMMUNITIES**

# YMCA of Sydney

1 November 2013

<Insert name here>  
<Position>  
<Company>  
<Address line 1>  
<Suburb> NSW <Postcode>

## RE: Internal Investigation & Confidentiality Agreement

Dear <Insert name here>

As a result of recent allegations into the incident at <Insert name here>, we are under strict instruction to maintain the confidential integrity of the organisation and all those involved. As a matter of urgency, please read, sign and return the below confidentiality agreement that ensures that any information you are privy to regarding this incident is not disclosed to any person.

I, \_\_\_\_\_, understand that I am a party to an investigation being conducted at YMCA Sydney and that all information disclosed to and by me is considered confidential under the YMCA's confidential information policy. As stated in the confidential information policy; confidential information means information belonging to the YMCA of Sydney which is not available in the public domain and which YMCA indicates is confidential.

At any time during or after your work with the YMCA, staff and volunteers will not disclose or make use of any confidential information relating to YMCA or its members, customers or clients. YMCA staff members and volunteers must undertake not to, either during their employment or after their termination, divulge to any person or use any confidential information concerning the business, financial arrangements, intellectual property, position of the company, or any dealings, transactions or affairs of the business of the YMCA of Sydney or of any customers of the company, except in the proper course of your duties or as expressly permitted by the company.

I also understand that if I make an unauthorized disclosure of information on this investigation during my employment with YMCA Sydney, I may be subject to disciplinary action, including termination. If I disclose unauthorized information on this investigation after my employment ceases with the company, I may be held liable by individuals involved in this investigation.

Agreed to by (Signature of Employee):

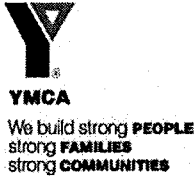
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Employees printed name:

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Date:

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	<b>Management Area:</b> Human Resources	Pages: [02] Version No: [02]
	<b>Policy Title Related to this procedure:</b> Workplace Practices	Date: [14/02/2011] Signed: <i>Adri Steinhilber</i>
<b>MOP Title:</b> Confidential Information		<b>Author:</b> Catherine Pont

## 1. Scope

- 1.1. All YMCA of Sydney Staff & Volunteers

## 2. Purpose/Policy Statement

At any time during your employment or voluntary work with the YMCA you will not disclose or make use of any confidential information relating to the YMCA of Sydney or its customers or clients

## 3. Definitions



- 3.1. Confidential information means information belonging to the YMCA of Sydney which is not available in the public domain and which

- YMCA indicates is confidential.
- By its very nature, might reasonably be understood to have been disclosed to you in confidence.
- Would be of commercial value to a competitor.
- Relates to YMCA affairs, including performance.
- Relates to YMCA members, customers and clients and their requirements.
- Relates to trade secrets or know how used in relation to our services.
- Is found in our policies.
- Retained at YMCA but made available to you for the execution of your work.

## 4. Procedure




- 4.1. Obligations by staff and Volunteers

- 4.1.1. At any time during or after your work with the YMCA, staff and volunteers will not disclose or make use of any confidential information relating to YMCA or its members, customers or clients. YMCA staff members and volunteers must undertake not to, either during their employment or after their termination, divulge to any person or use any confidential information concerning the business, financial arrangements, intellectual property, position of the company, or any dealings, transactions or affairs of the business of the YMCA of Sydney or of any customers of the company, except in the proper course of your duties or as expressly permitted by the company.
- 4.1.2. If there is any uncertainty as to whether any information is confidential information, that information shall be taken to be confidential information unless advised by the CEO in writing to the contrary.

 <b>YMCA</b> We build strong <b>PEOPLE</b> strong <b>FAMILIES</b> strong <b>COMMUNITIES</b>	<b>Management Area:</b> Human Resources	Pages: [02] Version No: [02]
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## 5. Flowchart

### 5.1.

	1 Kept personal usage of YMCA property and resources to a minimum.
	2 Ensure property and resources in your control is safeguarded
	3 Return any property in your possession prior to termination

## 6. Training Required (for this procedure)

6.1. Staff Induction Manual

## 7. Related Documents

7.1. Fair Work Act 2009

7.2. Workplace Practices Policy

## 8. Version History

Version	Date	Description of changes	Author	Effective Date
01	20/5/09	Initial procedure	C. Pont	20/5/09
02	25/03/11	Format and detail amended to comply with legislation	K. Pearson	14/2/11

I endorse the Confidential Information MOP

Name Kylie Pearson  
 Management Area Manager



Signature \_\_\_\_\_  
 Approving Manager

Date 14/02/11