**[Insert NGB] Confidentiality Procedure**

*This Confidentiality Procedure needs to be amended as required to suit your specific needs*

* *Change the logo in the Header to your own*
* *Use the select all then replace all to amend the document for your NGB*
* *If your NGB is an unincorporated organisation i.e. not a Company replace all reference to the Board of Directors with the name of your NGB governing committee e.g. Executive or Management Group*
* *If your NGB is a charity your governing group may be the Trustees or similar*

**Background**

Set the picture of how your NGB operates in a professional, open and transparent manner the text might be something that already exists from another policy or procedure, *it might include reference to your NGB core values e.g. honesty, integrity, promoting diversity, fairness, inclusion, respect for others etc.*

Insert NGBhowever recognises that some information held may be confidential to the insert NGB or to a person, club or organisation associated with the insert NGB. Examples of confidential information may include specific contract or financial information, personal data held for employees and/or athletes, anti-doping results or similar.

Usually information held by the insert NGB (in any form whatsoever, whether written, oral, visual or electronic), unless otherwise stated, shall not be considered as Confidential Information.

The purpose of this procedure is to regulate the handling of Confidential Information (whether disclosed before or after the date of this procedure) in accordance with the provisions of this procedure.

# Definitions and Interpretation

In this procedure, the following terms and expressions shall have the following meanings:

**Authorised Persons** means directors, officers, employees, and professional advisers of the insert NGB as agreed from time to time;

**Confidential Information** shall exclude:

* 1. all information about the insert NGB unless identified specifically as being of a confidential nature;
	2. information which is in the public domain other than as a result of a breach of this procedure;
	3. information which can be demonstrated in writing was received from a third party which itself was not under any obligation of confidence in relation to that information

**Copies** means all reproductions (hard copy or electronic);

**Disclosing Person** means an Authorised Person required by law to make a disclosure;

**Rules and Regulations** means the insert NGB rules and regulations in force and as amended from time to time.

## The clause headings are for convenience only.

# Confidentiality Undertakings

## The Authorised Persons undertake to:

### keep all Confidential Information secret;

### only use Confidential Information in connection with the purposes for which it has been granted;

### take all reasonable action to ensure that, within the organisation, the Confidential Information is not made available to any person who is not an Authorised Person; and

### use all reasonable endeavours to ensure that Confidential Information within its control is kept securely protected against theft or unauthorised access and shall maintain its security, integrity and confidentiality.

# Disclosure to Authorised Persons

## Confidential Information may be disclosed to Authorised Persons on a ‘need to know’ basis only.

## An Authorised Person will immediately notify the *named individual e.g. CEO* if it becomes aware of any unauthorised use or disclosure by any Authorised Person or other third party of any Confidential Information.

# Mandatory Disclosure

## The Authorised Person(s) may disclose any Confidential Information to any regulator, law enforcement agency or other third party if it is required to do so by law. In those circumstances the person making the mandatory disclosure is considered to be the Disclosing Person and shall:

### (provided it is lawful to do so) notify the other Authorised Person(s) in writing as soon as practicable before the disclosure;

### use all reasonable endeavours to consult with the other Authorised Person(s) with a view to agreeing the timing, manner and extent of the disclosure; and

### in any event use all reasonable endeavours to obtain written confidentiality undertakings in its favour from the third party (where applicable).

## If the Disclosing Person is unable to inform the other Authorised Person(s) before Confidential Information is disclosed, it shall (provided that it is lawful to do so) fully inform the other Authorised Person(s) immediately afterwards in writing of the circumstances of the disclosure and nature of the Confidential Information which has been disclosed.

# Non Mandatory Disclosure – Breaches of this Procedure

## Each person who breaches this confidentiality procedure shall indemnify and hold harmless the insert NGB and other Authorised Person(s) against any and all costs, charges, damages, expenses and losses (including costs incurred in recovering same) that are incurred by the insert NGB or other Authorised Person(s) as a result of any breach of this procedure.

# General Provisions

## Nothing in this procedure shall exclude or restrict the liability of any person(s) arising out of fraud, fraudulent misrepresentation or fraudulent concealment.

## No variation of this procedure shall be effective unless it is agreed by the Board of Directors

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| --- | --- |
| Agreed by the Board | Insert date |
| Communicated to Group Members | Insert date |
| Version Number | Insert V number |
| Next review date | Insert date |