

## 7 – CONFIDENTIALITY POLICY

### Definitions

1. Terms in this Policy are defined as follows:
  - a) **Confidential Information** – Personal information of Stakeholders including but not limited to home address, email address, personal phone numbers, date of birth, financial information, medical information, information submitted as part of a screening process, and information submitted as part of a complaint, appeal, or dispute resolution process. Additionally, *Confidential Information* also includes information considered to be intellectual property of the CPA such as data, proprietary information, membership lists, customer information, business information, and trade secrets.
  - b) **Stakeholders** – Refers to all categories of individual members defined in the By-laws of the CPA as well as individuals who are subject to the policies of the CPA including, but not limited to, employees, contractors, volunteers, managers, administrators, committee members, and Directors and Officers.
  - c) **Representatives** – Refers to individuals employed by, or engaged in activities on behalf of, the CPA. Representatives include, but are not limited to, staff, contractors, administrators, committee members, volunteers, and Directors and Officers.

### Purpose

2. The purpose of this Policy is to ensure the protection of Confidential Information.

### Scope and Application

3. This policy applies to all Representatives.
4. Confidential Information does not include the following: name, title, business address, work telephone number, or any other information widely available or in the public domain.
5. Stakeholders voluntarily publishing or consenting to the publication of their personal information in a public forum (such as the listing of an email address on a website) forfeit the expectation of confidentiality for that information for as long as it is available publicly.

### Responsibilities

6. Representatives will not, either during the period of their involvement/employment with the CPA or any time thereafter, disclose, publish, communicate, or divulge to any person or organization any Confidential Information acquired during their period of involvement/employment, unless expressly authorized to do so.
7. Representatives will not use, reproduce, or distribute Confidential Information without the express written consent of the CPA.

### Complaints and Dispute Resolution

8. Information that is submitted by a party as part of a dispute resolution process is considered Confidential Information and may not be disclosed to anyone not involved with the dispute resolution process until such time as the dispute resolution process is completed or stated otherwise in the CPA's policies related to discipline.
9. A written decision rendered at the conclusion of a dispute resolution process, subject to the direction of the decision-maker, may not be disclosed to any individual or group other than those that are identified (such as a Branch) in the applicable policy or as stated by the decision-maker.
10. Notwithstanding the above, the CPA may publish a summary letter that discloses the result of the dispute resolution process (**Appendix A – Decision Disclosure (Complaint)**) provided this letter limits the disclosure of Confidential Information and complies with the *Privacy Policy*.

## **Intellectual Property**

11. Copyright and any other intellectual property rights for all written material (including material in electronic format or posted on a website) and other works produced in connection with employment or involvement with the CPA will be owned solely by the CPA, which shall have the right to use, reproduce, or distribute such material and works, in whole or in part, for any purpose it wishes. The CPA may grant permission for others to use its intellectual property.
12. Confidential Information that is intellectual property of the CPA will remain the property of the CPA and, upon cessation of involvement/employment with the CPA, for any reason, or upon request of the CPA, Representatives will immediately return this information, as well as copies and reproductions, and any other media containing this information.

## **Enforcement**

13. A breach of any provision in this Policy may be subject to legal recourse, termination of the employment or volunteer position, suspension or expulsion from membership, or sanctions following a complaint filed pursuant to the *Discipline and Complaints Policy*.

<b>Date Approved:</b> February 26, 2022	<b>Approved By:</b> Board of Directors
<b>Date(s) Revised:</b> N/A	<b>Dept. Responsible:</b> Governance