

Volunteer Confidentiality Declaration

“Confidential information” means all information, whether oral, graphic, written or in any other form, whether heard verbally or presented electronically relating to current or future business interests or affairs of Down Syndrome NSW (DS NSW) or its clients.

Confidential Information includes but is not limited to:

- a. information which is marked “confidential” or which is described or treated by DS NSW as confidential, or which you know or ought reasonably be expected to know is confidential;
- b. designs, plans and drawings;
- c. client lists;
- d. supplier details;
- e. proposed areas for business development & prospects;
- f. financial, commercial business or technical information;
- g. business plans;
- h. management organisation information;
- i. project work and new products;
- j. trade secrets;
- k. cost figures; or
- l. any special concept or technique peculiar to DS NSW or its clients.

Confidential Information does not include information:

- a. which is in, or becomes part of, the public domain (other than due to the fault of you or any other person for whom you are responsible); or
- b. which you acquire from a third party who is entitled to disclose it; or
- c. any information which is required to be disclosed by law.

The Volunteer’s Duty of Confidentiality

During the course of your volunteering with DS NSW, you may be exposed to or have access to Confidential Information. Protection of this information is vital to DS NSW and to its clients’ relationships and future success. You are obliged to take all necessary steps to maintain the confidentiality of the Confidential Information

Without limiting the generality of the previous paragraph, you agree that:

1. you will not, without the prior written consent of DS NSW or except in the proper course of performing your duties, directly or indirectly disclose any of the Confidential Information to any person;
2. you will not use or reproduce the Confidential Information for any purpose other than for DS NSW’s benefit;
3. you will not remove Confidential Information from the premises of DS NSW without the prior written consent of DS NSW;
4. you will ensure that all confidential written material provided by DS NSW is safely and securely stored when not in use and acknowledge that all such material is the exclusive property of DS NSW;
5. you will ensure that you return all confidential written material, including copies (whether authorised copies or not) to Management, if requested, immediately; and
6. you will take whatever steps DS NSW may consider necessary to enforce the duty of confidence against any person to whom confidential information has been disclosed to and who is in breach of that duty.

Security Precautions

The safest practice is simply to avoid discussing any potentially Confidential Information with anyone, providing such information to anyone, other than DS NSW’s employees who need to know it for the successful conduct of the business.

You must immediately notify DS NSW should you suspect misuse of DS NSW's Confidential Information and assist DS NSW in any proceedings taken by DS NSW for alleged misuse of the Confidential Information.

You must take all reasonable steps to prevent the unauthorised disclosure or use of the Confidential Information.

Survival of Termination

You acknowledge that your obligations with respect to Confidential Information survive the termination of your volunteering arrangement, irrespective of the reason for the termination.