

 <p style="text-align: center;"><b>VILLAGE OF RYCROFT POLICY AND PROCEDURES MANUAL</b></p> <p style="text-align: center;"><b>CONFIDENTIALITY POLICY</b></p>	<p><b>Function:</b></p> <p><b>Policy No.</b> <b>Effective Date:</b> <b>Supersedes:</b> <b>Amends:</b></p>	<p><b>Administration</b></p> <p><b>ADM.03</b></p> <p><b>New</b></p>
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## 1. POLICY STATEMENT:

- 1.01 The Village of Rycroft (the "Employer") is committed to protecting the confidentiality of its employees, contractors and the public, as well as the Employer's business interests, and recognizes its duty, statutory or otherwise, to do so.
- 1.02 The purpose of this Policy is to establish the Employer's expectations regarding the treatment of Confidential Information and Confidential Materials, as hereinafter defined, consequences for non-compliance and to provide consistent guidelines for all employees.

## 2. DEFINITIONS:

- 2.01 In this Policy, unless there is something in the subject matter or context inconsistent therewith:
- (a) "Confidential Information" means any and all information generated, collected by or used in the Employer's business and operations or resulting from any work performed by an Employee for or on behalf of the Employer including, without restricting the generality of the foregoing:
- (i) matters of a technical nature such as trade secret processes or devices, know how, data, formulae, inventions (whether or not such inventions have been protected by patent, copyright, trademark or industrial design), specifications and characteristics of products or projects planned or being developed and research subjects, methods and results;
  - (ii) matters of a business nature including, but not limited to, *in camera* Council meetings, costs, profits, pricing policies, markets, sales, suppliers, ratepayers, contractors, business opportunities and marketing plans or strategies; and
  - (iii) any other information not generally disclosed by the Employer to the public; and
- (b) "Confidential Materials" means any and all documentary information and tangible items considered confidential by the Employer which contain Confidential Information including, but not limited to, any drawings, specifications, component specifications, raw material analysis, background research information, blueprints, samples, flow charts, models, notes, memoranda, papers, reports and technical data sheets.

## 3. CONFIDENTIALITY

- 3.01** Employees will have access to and will acquire Confidential Information and Confidential Materials during the course of their employment with the Employer, and must maintain

the secrecy and confidentiality of Confidential Information and Confidential Materials.

- 3.02 All Confidential Information and Confidential Materials are the sole and exclusive property of the Employer and shall remain the property of the Employer, or such other party as designated by the Employer from time to time.
- 3.03 All Employees shall:
- (a) treat the Confidential Information and Confidential Materials acquired during the course of employment as being secret and confidential;
  - (b) not use any of the Confidential Information and Confidential Materials in any way whatsoever either for his/her own benefit or the benefit of any person, organization, company or municipality other than the Employer;
  - (c) not disclose, communicate, provide or otherwise make available any of the Confidential Information and Confidential Materials to any person, organization, company or municipality other than the Employer or its designated employees or other parties expressly authorized by the Employer in writing, unless otherwise required by statute or court order;
  - (d) not permit or suffer any act, matter or thing whereby any Confidential Information and Confidential Materials may be disclosed or communicated to or ascertained by others except insofar as the Employer may expressly authorize in writing; and
  - (e) not reproduce or copy any of the Confidential Information and Confidential Materials except as permitted by the Employer, and any reproductions or copies allowed to be made by the Employer shall not be removed from the Employer's premises without the prior written consent of the Employer.
- 3.04 The Employee shall assist the Employer in securing title to and protection for the Employer's rights in and to the Confidential Information and Confidential Materials.

#### **4. TERMINATION**

- 4.01 Upon termination or conclusion of the employment of an Employee with the Employer, the Employee shall:
- (a) make no further use of any Confidential Information and Confidential Materials;
  - (b) continue to treat as secret and confidential all Confidential Information and Confidential Materials in accordance with the provisions of this Policy;
  - (c) immediately and unconditionally return to the Employer, or to such other person as the Employer may direct, all notes, papers, memoranda, files, drawings, reports, copies, summaries, records, descriptions, modifications and adaptations that the Employee has made to or from the Confidential Information and Confidential Materials, and all other documentary information and tangible items in the possession, custody or power of the Employee which relate to or embody all or any part of the Confidential Information and Confidential Materials; and
  - (d) promptly execute such instruments and take such steps as in the reasonable opinion of the Employer may be necessary or appropriate in order to give effect to the provisions of this Article.

- 4.02 This Policy, including but not limited to Articles 3.02, 3.03 and 4.01, is intended to survive the termination or conclusion of the employment of any Employee.

## **5. DISCIPLINE**

- 5.01 The Employer views the rules and guidelines contained in this Policy to be of the utmost importance. Any deviation from the above terms will result in disciplinary action that may include immediate dismissal. All Employees will be provided a copy of this Policy as notification that any resulting dismissal will be considered as "dismissal with cause" and not subject to any notice or remuneration in lieu of notice whatsoever.



Village of Rycroft  
 Box 360  
 Rycroft, Alberta T0H 3A0  
 Telephone (780) 765-3652  
 Fax (780) 765-2002  
 E-mail: [mjeffrey@abnorth.com](mailto:mjeffrey@abnorth.com)

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[Date]

[Employee's Name]  
 [Employee's Address]

Dear Madam/Sir:

**Re: Confidentiality Policy**

Enclosed please find a Confidentiality Policy ("this Policy") implemented by the Village of Rycroft. This Policy has been implemented to protect your confidentiality, as well as that of the Village, its contractors and the public. This Policy takes effect on [insert date] and is applicable to all employees of the Village.

Please review this Policy to ensure that you understand its contents. This Policy will form part of your employment contract with the Village, so if you have any questions or concerns, please contact Monique Jeffrey, CAO to further discuss this Policy.

Once you have reviewed this Policy and understand its contents, please acknowledge receipt of the same by signing this letter and returning it to Monique Jeffrey so it may be added to your personnel file. We ask that you return this letter no later than [insert date].

Yours truly,

VILLAGE OF RYCROFT  
 PER:

I, \_\_\_\_\_, acknowledge that I have received and reviewed the Confidentiality Policy. I understand its contents and understand that this letter will form part of my personnel record.

\_\_\_\_\_  
 EMPLOYEE

\_\_\_\_\_  
 DATE