



GoodWeave International

Confidentiality Policy

Version 1.2, March 2018

Superseded Previous Versions:

v.1.0, March 2011

v.1.1, November 2014

Contact for Comments:

info@goodweave.org

Next scheduled review:

March 2021

For more information:

<https://goodweave.org/policies-procedures/>

1. Background

Confidentiality is critically important at GoodWeave International (GWI). GWI and its personnel have an ethical and legal obligation to respect the privacy of clients¹, and to protect and maintain the confidentiality of all information about clients, their family members, and friends in the course of providing services to them. Improper dissemination, disclosure, or unauthorized use of confidential information could result in irreparable harm to both GWI and its partners. As a condition of their employment, and of the salary or wages paid in connection with such employment, GWI employees and all other personnel agree to safeguard confidential information, to use it only for GWI business, and to refrain from disclosing it to others.

GoodWeave personnel, including staff of national programs and affiliates as well as independent contractors, are required to have a confidentiality agreement in place as part of the terms of work performed. The attached generic confidentiality agreement may be modified and adapted as needed for use in various circumstances.

As needs arise GWI may also enter into specific non-disclosure agreements with clients or other organizations. The terms of any such agreement shall supersede this policy (e.g. the information considered as confidential/public may be more restrictive than those described in sections 3-4 of this policy). The GWI management representative signing the agreement is responsible for ensuring that all staff members are informed as needed.

Disclosure, breach or misuse of confidential information may be subject to disciplinary action up to and including immediate termination. Such actions may be subject to legal action. Upon termination of employment, contractual relationships, or volunteer relationships with GWI, personnel agree to return all confidential information, together with all copies in their possession, custody, or control.

2. Conforming with Information Requests

When GWI receives a phone or written request for specific information, the person receiving the request uses the lists below to determine whether any of the information requested is considered to be confidential. If unsure about whether the information requested is confidential, the appropriate supervisor should be contacted.

If the request involves confidential information about a client, GWI requires written permission from the client before releasing the information. Where the law requires information to be disclosed to a third party, GWI will inform the affected party of the release of confidential information. Non-confidential information may be released without notification.

¹ This includes, but is not limited to, business/industry partners as well as beneficiaries of GoodWeave's programs.

GW I files are fully accessible to GW I's auditors who are bound by confidentiality agreements with GW I. GW I is not obligated to inform a client of an auditor's review of confidential information related to the client's application, inspection, evaluation, or certification.

3. Confidential Information

GW I considers confidential all information, not generally known to the public that has been or will be acquired by the organization as a result of its operations. These consist of, but are not limited to:

- GW I's detailed financial results and operating plans;
- Business information from industry partners such as licensing fees, sources of supply, distribution channels, and pricing data;
- All information related to the inspection and evaluation of licensees and parties applying for GoodWeave certification;
- All application, inspection, and certification information, including related correspondence, with the exception of those items listed as public;
- Child labor violations or specific information about children as further detailed in the GW I Child Protection Policy;
- Other than funding sources as mentioned below, all financial information regarding GW I, its employees and its clientele;
- Personal information acquired from charitable donors;
- Personnel files, including the staff, Board Members, Committee Members, contractors, and inspectors, including contact information, other than what is listed on the website;
- Information, materials, documents, records, memoranda, lists, correspondence, plans, discussions, actions, and projects declared as "Confidential" by GW I personnel or under a non-disclosure agreement;
- Details of the oversight/accreditation mechanism of the GW I certification program; or
- any other proprietary information.

4. Public Information

The following information is considered to be non-confidential and is provided to the public:

- Information about the authority under which GW I operates (organizational policies);
- Documentation of the rules and procedure of the certification system;
- Information about the GoodWeave standard and evaluation process;
- A description of the means of GW I's financial support;
- Fee structure for licensing and certification;
- Rights and duties of licensees and applicants, including those related to use of the GoodWeave label;
- Information on complaints, appeals, and disputes process;
- List of current GoodWeave licensees; and
- Names of staff, members of the Board of Directors and GW I Committees.

Appendix 1: GoodWeave International Confidentiality Agreement

IDENTIFICATION INFORMATION

Name: _____

Relationship with GoodWeave International (GWI):

- GWI Employee
- GoodWeave National Program or Affiliate Employee
- Independent Contractor/Consultant
- Board Member
- Committee Member
- Volunteer
- Other; Please specify _____

CONFIDENTIALITY AGREEMENT

Both during my relationship as an employee, contractor, Board member, Committee member or volunteer of GWI and after its termination, I agree to:

- Safeguard information designated as “confidential” by the GWI Confidentiality Policy. I agree that I will use such information only for GWI business, and not disclose it to others;
- Promptly advise my supervisor or appropriate management personnel of unauthorized use or disclosure of confidential information by any entity or individual;
- Use all means within my capacity to avoid or restrain any unauthorized use or disclosure of any confidential information;

I understand that I may have certain responsibilities to government authorities that require me to disclose confidential information relating to my work. In such cases, all information is still considered to be confidential and may only be disclosed to the appropriate authorities.

I understand that during or after my tenure with GWI, if I improperly disclose, breach or misuse any confidential information that I may be subject to legal action.

Upon termination of my employment, contracted project, and/or volunteer activities with GWI, I agree to return to GWI all such confidential information, together with all copies of such information, in my possession, custody or control upon the request of GWI.

I have read the entire GWI Confidentiality Policy and Agreement hereby declare my understanding of and agreement to abide by it.

Signature

Date