



POLICIES *and* PROCEDURES

Board of Trustees Policy Number:
BTRU 1.08

Date of Adoption/Revision:
January 28, 2017

SUBJECT	Confidentiality Policy
AUTHORITY	Bennett College Board of Trustees
APPLICABILITY	Bennett College Board Trustees and Senior Leadership Team
PURPOSE	The purpose of this Policy is to ensure that confidential matters brought before the the Board of Trustees or any Committees of the Board are not disclosed until disclosure is properly authorized.
POLICY	All Bennett College Board of Trustees and Senior Leadership Team members will agree to: (i) use the Confidential Information solely for the purpose of exercising his or her obligations to the College in his or her capacity as a member of the College's Board of Trustees and Senior Leadership team and for no other purpose, (ii) the Confidential Information will be kept confidential, and (iii) Trustee and Senior Leadership Team member will not disclose any of the Confidential Information in any manner whatsoever, provided, however, that Trustee and/or Senior Leadership Team member may make any disclosure of the Confidential Information to which the College gives its prior written consent. Trustee and Senior Leadership Team member agree to use no less than a reasonable standard of care, to safeguard and protect the confidentiality of the Confidential Information. Trustee and/or Senior Leadership Team member will promptly notify the Chair of the Board of Trustees of any unauthorized use or disclosure of Confidential Information in violation of this Agreement.
PROCEDURES	<ol style="list-style-type: none"> 1. <i>Confidential Information</i> means all information provided by the College to Trustee and Senior Leadership Team concerning the College's business, financial condition, operations, assets and liabilities, in whatever form, that is not generally known by or available to the public. Confidential Information includes, but is not limited to, the following: (i) information regarding individuals as to their suitability for membership on the College's Board of Trustees or a committee thereof and/or their potential ability as a financial contributor to the School; (ii) information concerning personnel matters of all types; (iii) building plans; (iv) budgets, financial, and fundraising plans; (v) information regarding grants or contributions (or potential grants and contributions) to the College; and (vi) mailing lists and

	<p>contributor lists. Confidential Information does not include information that: (i) becomes generally available to the public other than as a result of an unpermitted disclosure by another board member; (ii) was available on a non-confidential basis to Trustee prior to the College's disclosure of such information to Trustee; (iii) becomes available to Trustee from a source other than the College provided such source is not bound by a confidentiality agreement with the College; (iv) is authorized in writing by the College to be released from the confidentiality obligations contained in this Agreement; or (v) is required by legal process</p> <ol style="list-style-type: none">2. In the event that Trustee and/or Senior Leadership Team member is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, he/she agrees to provide the College with prompt written notice of any such request or requirement so that the College may consult with Trustee with respect to taking steps to resist or narrow the scope of such request or legal process, seek a protective order or other appropriate remedy and/or waive compliance in whole or in part with the provisions of this Agreement.3. All matters that are before a Board Committee are confidential unless they have been determined not to be confidential by the Chair of the relevant Committee following consultation with the Board Chair and the President. All matters that are presented to the Board in confidence remain confidential unless they have been determined not to be by the Board Chair.4. When Trustee's term of service or Senior Leadership Team member employment stops, he/she shall, subject to applicable law and at its own expense, either promptly return to the College all originals and existing copies of any Confidential Information or by written notice, executed by Trustee, certify that such copies have been destroyed.5. All Trustees and Senior Leadership Team members are required to sign the Bennett College Confidentiality Agreement immediately upon service or employment. (Attachments A – Board of Trustees and Attachment B – Senior Leadership Team)
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Replaces policy:

Date

Attachment A
BENNETT COLLEGE
Board of Trustees

Confidentiality Agreement

In the course of my service as member of the Board of Trustees, I may have access to confidential information concerning the College and their donors, alumni, employees, board members and information pertaining to the financial, administrative, and legal and governance aspects of the College.

I recognize that as a Trustee, I have a duty to protect Confidential Information from improper disclosure and agree that ensuring the privacy of the Confidential Information is of paramount importance and utmost concern. Any information or knowledge gleaned from my service as a Trustee for Bennett College will not be used for my professional or personal benefit. I further agree to take all steps necessary to ensure the maintenance of confidentiality of the Confidential Information.

To ensure confidentiality, I will:

- Exercise the highest degree of care in safeguarding Confidential Information against loss, theft, or other inadvertent disclosure.
- Not disclose Confidential Information, directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of the Chair of the Board of Trustees or designee.
- Not copy, transmit, reproduce, lend, summarize, quote, or make any use of the Confidential Information.
- Return to the Chair of the Board of Trustees or designee all Confidential Information in my possession upon departure from the Board of Trustees. I will take all steps necessary to completely delete any Confidential Information I received in electronic form from any electronic storage device in my possession (including email accounts).

Signature

Date

Print Name

Attachment B

BENNETT COLLEGE
Senior Leadership Team

Confidentiality Agreement

In the course of my service as member of the Senior Leadership Team, I may have access to confidential information concerning the College and their donors, alumni, employees, board members and information pertaining to the financial, administrative, and legal and governance aspects of the College.

I recognize that as a Senior Leadership Team Member, I have a duty to protect Confidential Information from improper disclosure and agree that ensuring the privacy of the Confidential Information is of paramount importance and utmost concern. Any information or knowledge gleaned from my service as a Senior Leadership Team Member for Bennett College will not be used for my professional or personal benefit. I further agree to take all steps necessary to ensure the maintenance of confidentiality of the Confidential Information.

To ensure confidentiality, I will:

- Exercise the highest degree of care in safeguarding Confidential Information against loss, theft, or other inadvertent disclosure.
- Not disclose Confidential Information, directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of the Chair of the Board of Trustees or designee.
- Not copy, transmit, reproduce, lend, summarize, quote, or make any use of the Confidential Information.
- Return to the Chair of the Board of Trustees or designee all Confidential Information in my possession upon departure from the College. I will take all steps necessary to completely delete any Confidential Information I received in electronic form from any electronic storage device in my possession (including email accounts).

Signature

Date

Print Name