

CONFIDENTIALITY POLICY

1. PURPOSE OF THIS DOCUMENT

The purpose of this document is to outline the operator confidentiality policy for Fairtrade Canada.

2. APPLICATION

This document applies to all staff at Fairtrade Canada, including interns, Board members and volunteers as well as contractors with access to confidential information.

Fairtrade Canada complies with all provincial and federal data protection laws applicable.

3. CONFIDENTIALITY

Except as required by law, regulatory agency, or as provided below, Fairtrade Canada will not disclose confidential operator information to third parties.

Confidential Information does not include any information that is or becomes generally available to the public other than as a result breach of this policy.

3.1 Public

The following information may be disclosed to the public.

3.1.1 Operator Lists

Operator lists contain the name of the Operator, contact information and information regarding scope and licensing status.

3.1.2 Aggregated Purchases and Sales Information

Information about Fairtrade Certified purchases and sales including financial benefits to Fairtrade Certified Producers may be published in aggregated figures in a way that does not identify individual Operators, unless the specific consent of the Operator is obtained.

3.2 Fairtrade International and FLOCERT

Fairtrade Canada will share the following information with Fairtrade International, National Fairtrade Organisations, Fairtrade Marketing Organisations and FLOCERT so far as it is necessary to maintain the smooth functioning of Fairtrade Licensing and Certification.

3.2.1 Flow of Goods Reports

This information includes details of sales. Flow of goods reports may be disclosed to Fairtrade International, FLOCERT, National Fairtrade Organisations and Fairtrade Marketing Organisations.

Fairtrade Canada may disclose to buyers of Fairtrade Certified Products sales to them that were reported by other operators.

Fairtrade Canada may disclose to sellers of Fairtrade Certified Products the purchases from them that were reported by other operators.

Fairtrade Canada may disclose flow of goods information to Fairtrade Producer Networks only where this is necessary for the smooth running of the Fairtrade system and where this does not create a conflict of interest.

3.2.2 Fairtrade Product Registration System (CONNECT)

Fairtrade Canada may disclose information in the Fairtrade Product Registration System “Connect”, to Fairtrade International, FLOCERT, National Fairtrade Organisations and Fairtrade Marketing Organisations solely for the purposes of confirming compliance with Fairtrade Standards and Policies or where necessary for the smooth running of the Fairtrade system.

3.3 Fairtrade America

Fairtrade Canada and Fairtrade America cooperate closely to promote your Fairtrade products in Canada and the United States. Fairtrade Canada may share Licensee personnel contact information and Licensee communications with Fairtrade America, but only to the extent that it is necessary to facilitate Fairtrade and promote Fairtrade products.

3.4 UPC Codes and other Public Product Identifiers

Fairtrade Canada can share Fairtrade Product UPC codes and other public product identifiers to large retailers, distributors and on-line sales platforms, such as Amazon.com, for the purposes of allowing customers and consumers to identify Fairtrade Products offered.

3.5 Fairtrade Auditors

Fairtrade Canada may disclose to FLOCERT auditors any information necessary for the Fairtrade Audit.

3.6 Consent to Release Information

Any other disclosure of information is covered by a consent to release information signed before such disclosure.

4. BOARD INFORMATION

All information requests from the Board to staff are channelled through the Executive Director. Confidential information can be given to Board if the information is necessary to fulfil a Board function and if there is no conflict of interest with any member of the Board.

5. CONSENT TO RELEASE

Fairtrade Canada must receive prior written permission from the Operator if it would like to disclose any confidential information to any third party. The consent to release must clearly state what information may be disclosed and to whom it may be disclosed. The consent to release should also be time limited.

6. STAFF CONTRACTS AND VOLUNTEER AGREEMENTS

Employee and consultant contracts shall cover confidentiality and volunteers and Board members shall sign a Volunteer Confidentiality Agreement.