



## **BOARD & COMMITTEE MEMBERS CODE OF ETHICS & CONFIDENTIALITY POLICY**

<b>Adopted or Amended</b>	<b>By Whom</b>	<b>Date</b>
Adopted	Board of Directors	29 <sup>th</sup> May 2007
Reviewed	Board of Directors	22 <sup>nd</sup> December 2010
Reviewed	Board of Directors	21 <sup>st</sup> December 2011
Reviewed	Board of Directors	4 <sup>th</sup> December 2012
Reviewed	Board of Directors	3 <sup>rd</sup> March 2015
Reviewed	Board of Directors	31 <sup>st</sup> January 2017
Reviewed	Board of Directors	4 <sup>th</sup> December 2019



This Policy has been developed with reference to the involvement of Volunteers in the sport that have been appointed and / or elected to positions on Swimming NSW Boards and / or Committees and who will be required to complete a Deed based on the format of this Policy.

Acknowledging behavioural standards and confidentiality is also a pre – requisite for professional staff employed by the Company and will be reflected in letters of appointment presented to successful applicants prior to commencing duties with the Company.

### **CODE OF ETHICS**

Swimming New South Wales Ltd. Volunteers should meet the following general standards:

- Respect the rights, dignity and worth of others.
- Be fair, considerate and honest in all dealings with others.
- Make a commitment to providing quality service.
- Be aware of and maintain an uncompromising adherence to Swimming New South Wales Ltd. standards, rules and policies.
- Operate within the rules of swimming, including national and international guidelines which guide Swimming New South Wales Ltd.
- Responsibly use the Company facilities and assets made available to the committee.

Within Board & Committee deliberations and process, a Volunteer should meet these standards:

1. **General**

- A Shall act at all times in the best interests of Swimming New South Wales Ltd.
- B. Shall provide considered and measured advice.
- C. Shall communicate to Company staff through the Committee Chair or secretary as appropriate.
- D. Committees shall develop, in conjunction with the Company Board and staff, an annual program of work for the committee including performance outcomes and time lines which are relevant to the Company's Business Plan.

2. **Meetings**

- A. Shall attend all scheduled meetings and devote sufficient time to prepare for such meetings.
- B. Shall fully participate in all debates and decision making.
- C. Shall avoid conflicts of interest in as far as this is possible and declare these at all times.
- D. Shall ensure that all recommendations are carefully considered and that all budget implications have been identified.

**CONFIDENTIALITY**

1. **General**

- A The Volunteer has offered and been appointed to assist Swimming NSW to meet its objectives in the sport of Swimming and its administration.

- B. During the course of the Volunteer's appointment by Swimming NSW, the Volunteer may be involved in the revision, improvement, creation and development of Works.
- C. During the course of the Volunteer's appointment by Swimming NSW, the Volunteer may be involved in the revision, improvement, creation, development and use of Swimming NSW Confidential Information.

## 2. **Definitions and Interpretation**

In this Policy unless the context otherwise requires:

"Swimming NSW Confidential Information" includes, but is not limited to, any information which relates to:

- (a) All trade secrets, processes, intellectual property and any other sensitive information concerning the business of Swimming NSW and its Related Bodies Corporate; and
- (b) Business secrets;
- (c) Methods, processes, schedules, techniques;
- (d) Products;
- (e) Members confidential information that includes, but is not limited to, their full names, date of birth, occupation, address, telephone numbers (where indicated that they are not for distribution), email addresses and the affiliated clubs to which they are members;
- (f) Programming;
- (g) Research and development of Swimming NSW marked Swimming NSW Confidential, or which:
  - (i) may reasonably be regarded as confidential by Swimming NSW, or

- (ii) is received in confidence from third parties by Swimming NSW; or
  - (iii) any information which has been disclosed to the Swimming NSW or Related Bodies Corporate by any third party (including members or affiliates) under an agreement which requires Swimming NSW or Related Bodies Corporate to keep such information confidential.
- (h) Works includes, but is not limited to any inventions, discovery, design, improvement, formula, process, technique, literary or artistic work made or discovered by the Volunteer either:
- (a) during the Appointment; or
  - (b) otherwise using the facilities, resources, time or any other opportunity provided by Swimming NSW.

"Industrial and Intellectual Property" means all existing and future industrial and intellectual property rights in the Works and in Swimming NSW Confidential Information. This includes without limitation, patents, patent applications, copyrights, trade marks, trade mark applications, eligible layout rights, designs and design applications, throughout the world including Australia, for the duration of such rights.

IN CONSIDERATION of the appointment of the Volunteer by Swimming NSW the Volunteer will acknowledge:

1. The Volunteer shall not (except as authorised or required by his/her duties) divulge any information whatsoever concerning the manufacturing process, manufacturing schedules, business secrets, transactions, marketing strategies or proposals, new product releases or affairs of Swimming NSW or its subsidiaries either during the continuance of his appointment or at any time after his/her termination, and the Volunteer shall furthermore use his/her best endeavours to prevent disclosure of such information to third parties.

2. The Volunteer shall not use or attempt to use any such information referred to in Clause 1 hereof in any manner which may cause or be calculated to cause injury or loss to Swimming NSW or its subsidiaries either during the continuance of his/her appointment or at any time after his/her termination.
3. The Volunteer shall not during the continuance of his appointment or after his/her termination make or take copies of (otherwise than for the benefit of Swimming NSW or its subsidiaries) any notes, memoranda or other documents recording the information referred to in Clause 1. All such items shall be and remain the property of Swimming NSW or its subsidiaries and the Volunteer shall forthwith upon termination of his/her appointment hand the same to a responsible officer of Swimming NSW or leave the same at its registered office.
4. Words importing the singular include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa.