



Licensing

Confidentiality Policy

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1. Purpose of this document

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

2. Application

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

3. Confidentiality

Except as required by law or as provided below, Fairtrade Lëtzebuerg 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 status of its certification or licensing status. It does not include the details of the certification decision.

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 indicate the name of the Operator.

3.2. Fairtrade International and FLOCERT

Fairtrade Lëtzebuerg 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 stocks, purchases, sales, and manufacturing including Fairtrade prices and premiums paid. Flow of goods reports may be disclosed to Fairtrade International, FLOCERT, National Fairtrade Organisations and Fairtrade Marketing Organisations.

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

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

Fairtrade Lëtzebuerg 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 Lëtzebuerg may disclose information in the Fairtrade Product Registration System 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 Auditors

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

3.4. 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 channeled 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 Lëtzebuerg must receive prior written permission 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.