

Confidentiality Policy

Article I Purpose

Growth Partners Arizona (GPAz) recognizes that the efficient operation of the CDFI requires the maintenance and management of Loan and Investor records. Additionally, care must be taken to preserve confidentiality of discussions that take place and information that is shared in the course of conducting GPAz business, to include borrower information, as well as investor terms, and identity, if grants are given to GPAz anonymously. The purpose of this policy is to codify the position of GPAz on confidentiality.

Article II Definitions

1. A “record” is construed to mean all files, including electronic data containing information about loan applicants and investors/donors.

Article III Procedures

1. **Confidentiality of Loan Records:** The GPAz Executive Director shall be responsible for maintaining the confidentiality of borrower documents, as well ensuring that partner agencies have confidentiality policies in place. Loan and investor records will be made available to the Board Members, staff, auditors, legal counsel and other contractors authorized to review documents as required for the purposes for which they are engaged.

All persons accessing documents in the conduct of GPAz business are called upon to maintain the confidentiality of said records. With the exception of original loan closing documents held by the loan servicing contractor, any copies of confidential information held outside the GPAz office should not be maintained in files for extended periods, and are to be destroyed as soon as possible.

2. **Publication of Donor Names:** Unless otherwise requested by the investor/donor, the names of all individual investors/donors may be listed in the GPAz annual report and/or in other appropriate vehicles. GPAz will not publish the amount of any individual investor’s loan or donor’s grant without expressed permission of the investor. Investors or donors making gifts to GPAz by bequest or other testamentary device are deemed to have granted such permission.



3. **No Disclosures to Third Parties:** GPAz shall not release to third parties or allow third parties to copy, inspect or otherwise use GPAz records or other information pertaining to the identification of investors or donors. No disclosures to third parties of such information, including addresses and demographic information, shall be made without the investor or donor's consent.
4. **Confidentiality of GPAz Business:** Discussions that take place in the context of GPAz's operations require discretion, including discussions pertaining to loan making, personnel issues, development activities, operational fundraising, investment management, etc. The positions or statements of individual board members, advisors, or staff should not be discussed outside of official GPAz meetings and processes. Likewise, the content of GPAz business, including documents or GPAz analysis of documents, should not be discussed or shared outside official meetings and processes.
5. **Public Disclosure:** GPAz will comply with both the letter and spirit of all public disclosure requirements, including the open availability of its Form 990 tax returns. This policy shall not be construed in any manner so as to prevent GPAz from disclosing information to taxing authorities or other governmental agencies or courts having regulatory control or jurisdiction over GPAz. However, all staff, volunteers, and contractors must hold strictly confidential all issues of a private nature, including, but not limited to, all issues explicitly discussed in this policy.
6. **Consequences of Policy Violation:** Violations of the Confidentiality Policy are considered very serious, and may result in disciplinary action, up to and including dismissal for employees or contractors, or removal from the Board or any committee for volunteers.

Confidentiality and Non-Disclosure Agreement
For Board of Directors, Community Advisors, Contractors,
Partner Agencies, and Employees

Confidentiality

By signing below, I acknowledge that 1) I have received a copy of the Confidentiality Policy; 2) I have read and understand the Policy; and 3) I agree to abide by this Policy to the best of my ability in my role as a volunteer, contractor, partner agency representative, or employee.

I acknowledge and agree that all confidential information and/or borrower or investor/donor files, data, manuals, letters, contracts, agreements, notes, notebooks, records, reports, memoranda and all other GPAz materials, documents and data used, prepared or collected as part of my work with GPAz, in whatever form, are and will remain the property of GPAz.

Accordingly, I agree that at the end of my relationship with GPAz, I will destroy or return to GPAz all documents and other materials of any kind which constitute or contain any confidential information, in my possession or control, regardless of how stored or maintained, including all originals, copies and compilations and all information stored or maintained on computer, tapes, discs, E-mail or any other form of technology.

Non-Disclosure

I understand that through my association with GPAz I will become familiar with various aspects of GPAz's business practices, clients, prospective clients, staff, and other confidential personal, professional, and financial information. Such information may include trade secrets and materials that may be subject to legal privilege or confidential treatment under extant case law. By signing below, I further agree that I will not disclose any such information to outside parties unless approved by GPAz.

Signature:

Date: _____

Printed Name: _____