

Resource for Interpreters

Confidentiality Agreement Information Sheet

Within the Saint Mary's University, Faculty of Science, Interpreting Services unit all ASL-English interpreters and CART captioners are asked to review and sign a Confidentiality Agreement. The purpose of the Agreement is to ensure everyone involved has a common understanding of the expectations surrounding shared information, as well as providing a framework for identifying possible conscious and unconscious breaches of confidentiality.

The Confidentiality Agreement was developed by a lawyer in consultation with the Faculty of Graduate Studies and Research, Office of Innovation and Community Engagement, Dean of Science, Dr. Linda Campbell, and the Faculty of Science Interpreting Services. If you have any concerns about the document please reach out to the Faculty of Science Staff Interpreter and / or your own legal consultation. Be advised that if you chose to seek your own legal advice that any costs associated will not be reimbursed by the University.

Section A

This section outlines the types of confidential information interpreters and captioners are privy to during our work. It can be difficult to discard from memory details of an assignment and this is precisely why we have the responsibility to be cognizant of our privileged position.

Deriving personal gain from information (including financial, educational, and personal) accessed through our position has a range of implications. All materials provided for preparation remain the property of the University or organization providing them, and must be treated with care to ensure they are kept confidential.

Examples of personal financial gain:

- Through our work we learn new investment strategies. This information cannot be used for our own financial affairs.
- Through our work we learn of property values that may increase or decrease due to certain activities. This information shall not be shared or used for decisions in our own lives.
- Though our work we will be privy to proprietary company information such as new projects, stock projections, etc. This information cannot be used for our own financial or business affairs.

Examples of personal educational gain:

- Through our work we learn of contaminants in the environment, specifically in our home area. This information cannot be used to determine exploration or remediation work in areas under our purview. It is recommended that an expert be hired for any necessary work.
- Through our work we learn of species identification. This information shall not be used for us to instruct others. It is recommended to find alternative resources or experts for our own learning and instruction of others.
- Through our work at a field site we notice areas or species of interest. This is not the opportunity to ask field participants questions about specifics, nor the time to take pictures or videos.

Examples of personal gain:

- Through our work we learn of personal information (birth dates, addresses, relatives) about individuals. We must not disclose any of this information to others.
- Through our work we learn of companies or contact lists of companies. This information cannot be used for our own purposes, such as home renovations. It is recommended to seek quotes from several companies, of which we find contact details of ourselves, before contracting work.

Examples of confidential materials:

- Through our work we are provided with documents for our preparation. All materials provided to us remain the property of the University or providing organization. We are responsible to ensure these materials are kept safe and not allow others to use them. We are responsible to destroy, delete, or return all materials provided to us once we're done with them or when requested.
- If, through our work, we are booked for reoccurring classes or meetings it is acceptable to retain materials for the full duration of the bookings. At the completion of our bookings materials shall be destroyed, deleted, or returned.

Section B

Through our work with the Saint Mary's University, Faculty of Science we are bound to keep all information and materials confidential forever. It is encouraged to destroy, delete, or return all materials immediately as to not forget to do so.

Section C

Agreeing to the terms of this Agreement does not constitute permanent or casual employment with the University. You will still be considered an independent contractor. If

you become employed by the University as an interpreter or captioner you will enter into terms of employment outlined in materials managed by the Human Resources department.

Additional Important Information

Talking with colleagues about the work for the purposes of reflective practice, advice, professional development, is acceptable as long as specific identifying and confidential information are not discussed. If you are uncertain about which details can be discussed please reach out to the staff interpreter.

When the assignment is off campus, do not share the location details with friends, colleagues (not working the assignment), or family members. The only exception to this is if you need to inform an emergency contact of where you will be working, and even still keep the details to a minimum. Do this by not disclosing the building, field site, or area of town you will be, but rather share just the town or county area.

We are in a privileged position as interpreters and captioners. We are privy to an array of information for the sake of communication of others. It can be challenging to compartmentalize information we learn through work and not 'dip into that' when our personal lives could benefit, or while watching Jeopardy. If at any time you are concerned about managing confidential information please seek consultation from the staff interpreter.