Confidentiality Agreement

INSTRUCTIONS:
This tool was developed as part of the implementation of an investigator's pool in DRC by the PSEA Network.

CONFIDENTIALITY AGREEMENT – INVESTIGATOR (NAME and First names)

It is critical to respond to SEA allegations in a safe and independent manner. To this end, it is important to ensure respect for the privacy/confidentiality of the persons involved in the allegation.

Each investigator having in its possession identifying information must not share this information except with the team in charge of the management of the investigation / and or the decision makers of the requesting organization. Any breach of confidentiality can have serious consequences for: (i) the alleged victim/survivor, (ii) the complainant, witnesses or alleged perpetrator, (iii) and the credibility and safety of the investigation team.

In connection with this Agreement, Confidential Information is:

- Direct or indirect information related to an allegation and/or investigation
- Documentary evidence (report form, emails, interview reports, handwritten notes, recording, etc.)
- Information related to priorities and planning in connection with an investigation by the investigation team.

I, _____, have been hired as an investigator to conduct an investigation into an allegation of sexual exploitation and/or abuse on behalf of [insert name of organization]. I undertake to exercise the tasks entrusted to me with professionalism. I agree to perform fully and faithfully, to the best of my abilities, the required activities.

I understand that all information provided by witnesses and the requesting organization or any other party involved in the investigation is strictly confidential.

I will respect the right to privacy of everyone involved in this matter.

I will always seek the consent of the victims to share their personal information with decision-makers in the case and ensure that they are made aware of the requesting organization's case management procedures.

I will not directly or indirectly discuss any information relating to the case outside of those on the requesting organization's case management team, unless I have written permission from the requesting organization.

I also agree to store all documentary evidence securely, in accordance with the instructions of the requesting organization, keeping physical copies in a locked place and electronic copies in a place with restricted access with a password. .

I agree not to make copies of evidence unless necessary and to destroy all electronic and physical copies remaining in my possession once my participation in the investigation is complete.

If I am under a duty to provide law enforcement with information relating to an investigation, I will immediately notify the requesting organization in writing.

I understand that this commitment continues to be in effect even after the closure of the investigation and that sharing confidential information at any time may expose me to legal action and disciplinary action from my employer and/or or the requesting organization.

_____

_____ Investigator's signature

Date