



ALERTCYS

Alert Privacy Policy

Version	Date	Modifications
1.2	25/08/2020	Non-opposability of confidentiality to certifying bodies
1.3	10/01/2021	Clarifications provided



The mediator, the parties and their advisors undertake to keep strictly confidential the identity of the whistleblower, the origin of the information transmitted by the whistleblower and the information by the organization on the solutions put in place, information exchanged between the parties and/or their advisors and/or the mediator, as well as all comments exchanged, all letters, emails or possible documents communicated by both parties as part of the mediation process. Any findings are not covered by the principle of confidentiality. The report may contain elements relating to the alert process itself, such as the lack of response from a party, as well as the existence or not of a solution proposed by the organization. For all purposes, the mediator can recall and specify the process followed by the management of the alert in the specific case.

This joint confidentiality commitment applies for the entire duration of the mediation and will remain for a period of 10 years after the end of the mediation, whatever the outcome, unless confidentiality is lifted by written agreement of the parties.

As required, the parties will submit to the same confidentiality commitment any person (third party, expert, consultant) likely to intervene during the alert processing process.

The parties and their counsel are informed that for the purposes of processing the file, Concord lawyers can access their files and the information contained therein. Concord lawyers are subject to an obligation of confidentiality under the contract which binds them to Concord.

The parties and their counsel are informed that the violation of confidentiality would render inadmissible the production in court of the information, declarations and documents exchanged confidentially during the processing of the alert, and would incur their liability.

This confidentiality policy cannot be enforced against certification and control bodies as part of their certification and control mission.

Exceptions to the principle of confidentiality are made in the following cases:

- In the presence of compelling reasons of public order or reasons linked to the protection of the best interests of the child or the physical or psychological integrity of the person;
- When the revelation of the existence or the disclosure of the content of the solution implemented is necessary for its implementation or execution.

Parties wishing to produce all or part of the elements covered by the principle of confidentiality in a context other than that of the above-mentioned exceptions must first obtain the agreement of all parties.

An agreement form is made available to the parties, available below, by which the parties can express their agreement to the disclosure of all or part of the elements concerned by confidentiality, under the conditions defined by the agreement. .



Consent to Disclosure Form

I, the undersigned:
Hereinafter referred to as the Issuer

Party to the management of the alert processed by Concord as part of file No.:

Request agreement from the other party:
Hereinafter referred to as the Receiver

To the disclosure of the following elements of the mediation (Only the elements referred to below will be affected by the lifting of confidentiality):

To produce them in front of (Confidentiality will only be lifted for production in front of the third parties designated below):

For the following purposes (The elements concerned may only be disclosed within the framework of the purposes defined below):

The signing of this document by both parties to the processing of the alert constitutes consent of both parties for the lifting of the principle of confidentiality within the limits defined by this form. Signature by only one of the parties to the mediation has no effect.

The agreement to disclosure must be firm and unconditional, the Receiver considering disclosure under other conditions is invited to return an agreement form including the desired conditions to the initial Issuer.

Signature of the Issuer:

Signature of the Receiver: