



FORTIS CHAMBERS
ATTORNEYS-AT-LAW

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15th September 2011

Mr. Afra Raymond,
Apt. #14 1a Dere Street,
Port of Spain.

*Rec'd
21/9/11
AL*

Dear Sir,

**RE: Freedom of Information Request for Access to Official Documents from
the Educational Facilities Company Limited**

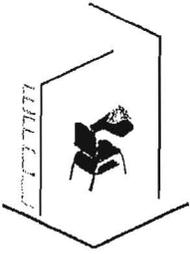
I act on behalf of the Education Facilities Company Limited ("EFCL"). Reference is made to your request at caption dated 5th September 2011 wherein you requested (1) a copy of EFCL's confidentiality policy statement and (2) EFCL's staff confidentiality agreement.

As per your said request, please find enclosed a copy of each requested document.

Further, I have been directed by EFCL to request that henceforth you kindly communicate with them on the present, and all future matters, through me, as their attorney at law.

Yours truly,

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Larry N. Lalla
Attorney at Law



CONFIDENTIALITY POLICY STATEMENT

Policy Statement

The Education Facilities Company Limited (EFCL) acknowledges that employees may come into contact with confidential information in the course of carrying out their duties. Such confidential information may include, but is not limited to, personal information regarding employees, clients, and other stakeholders, as well as financial and operational data. Employees are required to use discretion and take all precautions to ensure that access to confidential information be restricted to authorized employees.

Disseminating confidential information to individuals or organizations external to EFCL may expose the EFCL to additional liabilities and must be treated with a higher level of discretion. Disclosure of information to an outside third party may only be made by authorized employees. In the specific case of media, only designated media spokespersons are authorized to communicate with media sources.

Scope

All employees of Education Facilities Company Limited are responsible and accountable for the integrity and protection of all business information including electronic mail and voice mail. This policy therefore applies to all employees, regardless of contract period or terms and conditions of employment. It is therefore understood that:-

- Employees will take all reasonable steps to protect whatever company information is entrusted to them.
- Employees will not make inappropriate modifications to company information or destroy, disfigure, or disclose information to anyone unless authorized to do so by their superior.
- Client lists, property records and other business information are company property and cannot be used for personal benefit.
- Documents containing sensitive information should be handled carefully during working hours and must be properly secured at the end of working hours.
- Electronic communications are considered records and property of the company. The Company reserves the right to monitor the contents of messages sent or received over its communications systems.
- Breach of this policy is considered gross misconduct and as such, employees who are found in violation will face disciplinary action, up to and including termination.

STAFF CONFIDENTIALITY AGREEMENT

Guiding Principles

1. Confidentiality is important in establishing and maintaining trusting and lasting relationships among clients, staff members, professionals and all EFCL stakeholders.
2. Confidentiality is the cornerstone to ensuring that privileged information is accessible only to those authorized to have access.
3. Confidentiality acknowledges respect for EFCL's right to privacy.
4. Confidentiality assumes that those who pledge to safeguard confidential information will do so.
5. When using open/shared space (staff rooms, hallways, cubicles, etc.), privileged information that may be inadvertently shared or overheard is respected and kept confidential.

All new and existing employees will be given a copy of this confidentiality policy and will be required to sign a confidentiality agreement at the time of hiring or during their service to the company. The signed confidentiality agreement will be kept in the employee's personnel file. The importance of confidentiality will be reviewed from time to time during the employee's term of employment.

Any misuse of information will be treated as a breach of confidentiality. Such a breach by an employee will be viewed as a serious matter requiring disciplinary action, up to and including termination.

I, _____ have received a copy of EFCL's Confidentiality Policy. I have reviewed and understand this policy and its terms and agree to adhere to and abide by the guidelines set out above.

Name of Staff Member (Please print)

Signature of Staff Member

Witness

Date (DD/MM/YY)

We advise that as you are terminating your services with the Company you are not to disclose or appropriate any secret or confidential information pertaining to the Company or the Company's affiliates or subsidiaries which you have been party to during the term of your employment. This includes customer lists, services, products, methods, processes, operating procedures or contract terms except as required by law or a government authority.

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TRINIDAD AND TOBAGO:

This AGREEMENT is made this day of **(Month and year)**

BETWEEN:

1. Education Facilities Company Limited a duly registered company under the Laws of Trinidad and Tobago with its registered office situate at 2nd Floor, Long Circular Place, 74 Long Circular Road, Maraval ("EFCL")

AND, (Employee's name) , of (Employee's Address) in the Island of Trinidad, ("the Employee")

WHEREAS:

1. The Education Facilities Company Limited (EFCL) is a Special Purpose State Enterprise dedicated to conducting its business consistent with the highest standards of Business Ethics.
2. Employees may come into contact with confidential information in the course of carrying out their duties. Such confidential information may include, but is not limited to, personal information regarding employees, clients, and other stakeholders, as well as financial and operational data.
3. Disseminating confidential information to individuals or organizations external to EFCL may only be made by authorized employees.

IT IS HEREBY AGREED:

1. All records in any medium (whether written, computer readable or otherwise) including accounts, documents, drawings and other papers including private notes concerning EFCL and all copies and extracts of them made or acquired by the employee in the course of his employment are the property of EFCL and the Employee shall:
 - a. use them only for the purposes of EFCL; and
 - b. return them to EFCL on demand at any time and without demand on the termination of his employment.
 - c. the employee shall not copy, reproduce, use for any unauthorised purpose or part with possession of any drawings, documents or materials made available by EFCL or acquired by the Employee during the course of his employment with EFCL or conduct any unauthorised examination of any such material and shall promptly return all such drawings, documents or materials (and copies of them whether authorised or not) to EFCL on request at any time.
 - d. The existence of this agreement and its terms are confidential and none of the parties may disclose anything about this agreement or its subject matter or implementation to any person except if required by law to do so.

e. The employee shall both during his employment with EFCL and after termination keep confidential and not except as authorised or required for the purposes of his employment use or disclose or attempt to use or disclose to any person any of the Information.

2. Breach of this clause during your employment will constitute a disciplinary offence.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year hereinabove stated.

Name of Staff Member (Please print)

Signature of Staff Member

Witness

Date (DD/MM/YY)