

## Summary of DE v. IFC, Decision No. 534 [2016]

Following an exchange of pleadings on the IFC's preliminary objection, in DE, Decision No. 527 [2015], the Tribunal held that the Applicant's claim of breach of confidentiality of the MOU was admissible. According to the Applicant, the IFC violated the express and implied terms of confidentiality of the MOU by uploading it to his MyHR page, and sharing extracts of it with some HR staff members. The Applicant contends that this alleged violation led to loss of employment opportunities. The IFC maintained that the MOU was kept confidential in the same way that personnel records are kept confidential, and was only shared with those HR staff members who are required to have access to staff HR records to implement the terms of the MOU, according to the terms of the MOU. This judgment addressed the merits of that claim.

Having reviewed the totality of the record, the Tribunal was satisfied that the IFC acted in accordance with the provisions of the MOU in making it available to those responsible for processing the Applicant's separation from the organization. This act did not constitute a breach of confidentiality.

The Tribunal further held that the Applicant did not show a link between the availability of the MOU to a limited group of HR staff who would normally have access to the MOU, and the individuals who allegedly ceased discussing with him new employment opportunities at the IFC or elsewhere. The Applicant was reminded that the burden of proof lay on him to demonstrate first that the IFC breached confidentiality, and then establish a nexus between the harm he claims he suffered and the alleged breach. The Applicant was not successful in demonstrating a breach by the IFC.

The Application was dismissed.