

ONTARIO SPEED SKATING

CONFIDENTIALITY POLICY

Definitions

1. The term "Confidential Information" includes, but is not limited to, the following:
 - a. Personal information including: home address, email address, personal phone numbers, date of birth, financial information, medical history and Police Vulnerable Sector Checks.
 - b. The Ontario Speed Skating Association's intellectual property, proprietary information, and business related to OSSA's programs, fundraisers, procedures, business methods, forms, policies, information gathered through discipline or harassment matters, human resources, marketing and development plans, advertising programs, creative and training materials, trade secrets, knowledge, techniques, data, products, technology, computer programs, manuals, registration lists, software, financial information, and information that is not generally or publicly known or distributed.
 - c. Confidential Information does not include the following: name, title, business address, work telephone number, or any other information widely available or posted publicly.
 - d. Directors, Committee Members and Employees voluntarily publishing or consenting to the publication of basic personal information in a public forum (such as the listing of an email address on a website) forfeit the expectation of confidentiality for that personal information for as long as it is available publicly.

Purpose

2. The purpose of this policy is to ensure that all Directors, Committee Members and Employees of the Ontario Speed Skating Association (OSSA) protect confidential information.

Duty of Each Director, Committee Member and Employee

3. As a Director, Committee Member or Employee with ongoing regular responsibilities with the Ontario Speed Skating Association, individuals may become aware of, or have access to, certain confidential information.
4. All Confidential Information acquired or handled by Employees shall be collected, used, stored, transported, transmitted and (as appropriate) destroyed in a manner that is appropriately confidential and secure given the nature of the information and the related circumstances.
5. It is the responsibility of the Director, Committee Member and Employee to know what information is confidential and to obtain clarification when in doubt.
6. Except as may be compelled by applicable legal process, a Director, Committee Member or Employee must, both while having and after ceasing to have that status, treat as confidential all information regarding the policies, internal operations, systems, business or affairs of the

Corporation obtained by reason of her/his status as a Director, Committee Member or Employee and not generally available to the public.

7. A Director or Committee Member shall not use information obtained as a result of his/her involvement on the Board or on a committee for her/his personal benefit. Each Director and Committee Member shall avoid activities which may create appearances that she/he has benefited from confidential information received during the course of his/her duties as a Director or Committee Member.
8. All such information is strictly confidential and shall not be discussed with any other person except as completely necessary in the performance of one's responsibilities or where required by law.
9. Directors, Committee Members and Employees will not carelessly, recklessly or willfully handle, manage or otherwise compromise the confidentiality of any confidential information. However, where the awareness of confidential information requires acting upon, individuals will relay that information to the Executive Director or Board President in confidence.
10. This policy compliments the Ontario Speed Skating Association's Privacy Policy, ensuring all information is handled according to relevant legislation.
11. Each Director, upon being elected or appointed, shall meet with the OSSA Board President and Executive Director to review this Policy and such other policies of OSSA that apply to Directors.
12. Each Director, Committee Member and Employee is required to sign a "Confidentiality Agreement" (see following) as a condition of their involvement. Breach of this agreement will result in discipline, up to and including termination of their relationship with the Ontario Speed Skating Association.

Communications

13. This policy must be effectively communicated to those who will be responsible for upholding the policy, as well as to those who will be responsible for its implementation.

Review

14. This policy will be reviewed annually, or as decided by the OSSA Board of Directors.

Approval

15. This policy was approved by the Ontario Speed Skating Association Board of Directors on May 2, 2018.

CONFIDENTIALITY AGREEMENT

WHEREAS _____ (print name) is in a leadership position with the Ontario Speed Skating Association (OSSA) by virtue of being elected or appointed by the Board or appointed to a committee of the Ontario Speed Skating Association:

AND WHEREAS by holding this position the above-named may have access to:

- a. Confidential information concerning the business and affairs the OSSA;
- b. Confidential information concerning the business and affairs of the OSSAs funders, partners and sponsors;
- c. Confidential information pertaining to Board or Committee discussions and deliberations, many of which are private; and
- d. Personal and confidential information (which may include medical information) pertaining to individuals (and representatives of organizations) who are members of the OSSA, and their member clubs including players, officials, coaches, managers, volunteers, and staff.

The above-named hereby agrees the he or she will not, during his or her term or tenure with the OSSA, or at any time thereafter, disclose to any person or organization any confidential or personal information as described above, unless such disclosure is done with the consent of the individual who is the subject of the information, is done in accordance with the OSSA policies and By-law, or is done in conformance with provincial and/or federal law.

The above-named also understands that a failure to comply with this agreement may give rise to discipline in accordance with the OSSA’s policies regarding the conduct of its representatives which the Board may approve from time to time, may lead to sanctions that may include removal from the position, suspension or expulsion from membership.

I, _____, a _____ (insert director, employee, volunteer, member, contractor, etc.) of the OSSA, have read and understand the above Confidentiality Agreement and hereby agree to the terms and conditions as noted therein.

Signature: _____

Position: _____

Date: _____

Witness name: _____ (Please print)

Witness signature: _____

Date: _____