



ONTARIO CYCLING ASSOCIATION

Confidentiality Policy and Procedure

This policy applies to all employees, contractors and volunteers.

Policy GP 13 applies to Directors of the Association.

POLICY

The policy of Ontario Cycling Association is to ensure that valuable business-related information will not be divulged to anyone other than those who are authorized to receive such information.

Exceptions to this policy may be made only with the approval of the CEO.

PROCEDURE

In the course of their employment or engagement with Ontario Cycling Association, employees, contractors and volunteers may become aware of personal and confidential information relating to our business practices, members, sponsors, donors, suppliers, and possibly even other employees, contractors and volunteers of the organization.

Employees, contractors and volunteers are required to keep any such information private and only disclose such information where authorized by law or with written authorization. In addition, use of such information for personal advantage or speculation is strictly forbidden.

All persons who are presented with an offer of employment or engagement from Ontario Cycling Association will be required to sign a Confidentiality Agreement prior to commencing employment or their engagement. Employees, contractors and volunteers who are in doubt as to whether certain information is confidential are to contact the CEO before divulging any such information.

Failure to comply with this policy may result in disciplinary actions up to and including dismissal in accordance with established policy.

FORMS

Confidentiality Agreement – for Employees, Contractors and Volunteers.

GP 13 Confidentiality Agreement – for Board Members



Policy Type:	Governance Process
Policy Title:	Confidentially and Disclosure of Association Information
Reference:	GP13
Date Prepared:	January 2018
Date Revised:	

All Directors and Non Directors of committees will treat as confidential all sensitive information obtained or available as a result of their appointment/election to the OCA. All Directors and Non Directors will take all reasonable precautions to safeguard the confidentiality of such information.

Accordingly,

1. Each will sign a Statement of Confidentiality upon commencement of their term and annually thereafter.
2. All records (defined as any tangible information in any form i.e. document, recording, tape etc.) obtained as a Director or Non Director will remain the exclusive property of the OCA.
3. Director or Non Directors will not, during their term or at any time thereafter, disclose the private affairs or the confidential information of the Association to any person unless the disclosure is necessary to carry out the business of the Association.
4. Other than in the course of completing documented duties, no Director or Non Director will remove any books, records, documents or property belonging to the Association, from the office. Any such property issued to a member in the course of their duties will be returned to the Association upon completion of the member's term.

Note: The law also imposes fiduciary duties on Board that include the obligation to keep matters confidential.



STATEMENT OF CONFIDENTIALITY

I acknowledge that I have read and understood the Association's Confidentiality and Disclosure of Association Information policy.

Confidential and/or personal information refers to personal information related to members of the public participating in our programs or events, employees, and volunteers; Association information not yet made public, and strategic /business / operating plans.

I understand that:

- All confidential and/or personal information that I have access to or learn through my employment or affiliation with the OCA is confidential;
- As a condition of my employment or affiliation with the OCA (which includes membership on any committee), I must comply with the privacy policy and related procedures;
- My failure to comply may result in the termination of my employment or affiliation with the Association and may also result in legal action being taken against me by the OCA and others.

I agree that I will not access, use or disclose any confidential and/or personal information that I learn of or possess because of my employment or affiliation with the Association, unless it is necessary for me to do so in order to perform my responsibilities. I also understand that under no circumstances may confidential and/or personal information be communicated either within or outside of the Association except to other persons who are authorized by the Association to receive such information.

I agree that I will not alter, destroy, copy or interfere with this information, except with prior authorization and in accordance with the applicable Association policies and procedures.

I agree to keep any computer access codes (for example, passwords) confidential and secure. I will protect physical and electronic access devices (for example, keys, badges, and storage devices) and the confidentiality of any information being accessed.

I will not lend my access codes or devices to anyone, nor will I attempt to use those of others. I understand that access codes come with legal responsibilities and that I am accountable for all work done under these codes. If I have reason to believe that my access codes or devices have been compromised or stolen, I will immediately contact the CEO.

I further acknowledge and agree that my obligations to protect sensitive material and information continue beyond the expiration of my tenure as a Director or as a Non Board Committee member of the OCA.

In the event that I have questions or concerns about any matter covered by this Statement or if I have concerns about confidentiality or security matters concerning the Association, I will promptly contact the CEO.

Name *{please print}*

Signature

Date

Witness *{please print}*

Signature

Date