

Greater Napanee Basketball Association (GNBA)
Confidentiality Policy



Purpose

This Policy is intended to facilitate the GNBA's mission by ensuring that the GNBA, the Subject Persons and all third parties who deal with the GNBA are aware that confidential information disclosed to or within the custody or control of the Subject Persons will be treated with the strictest confidence.

Definitions

All capitalized terms referred to herein shall have the meanings set out in **Appendix A**.

Non-Limitative Nature of the Policy

Nothing in this Policy is intended in any way to amend, derogate from or qualify the obligations or responsibilities of the GNBA or any Subject Person under any Applicable Law relating to treatment, use, disclosure or release of confidential information or personal health information.

Individuals shall be bound by and required to observe this Policy, both during and after the period in which they are Subject Persons.

Principles of Operation

It is recognized that in the course of performing their duties for and on behalf of the GNBA, Subject Persons will become in possession of Confidential Information.

All confidential information remitted, delivered or provided to, or obtained by, a Subject Person at any time is subject to this Policy.

Each subject Person shall be required to take all reasonable steps to protect the confidentiality of Confidential Information. Each subject Person shall use at least the same degree of care in maintaining the confidentiality of such Confidential Information in his or her possession or under his or her control as such Subject Person would use in maintaining the confidentiality of his or her own confidential information of comparable nature and importance but in no event with less care than is reasonable given the nature of the Confidential Information.

Prohibitions

- (a) No Subject Person shall make notes or copies or extracts of any Confidential Information or permit any Person to examine or to make notes or copies or extracts of any Confidential Information other than as required in fulfilling his or her duties or functions with the GNBA.
- (b) No Subject Person shall disclose any Confidential Information to any Person or use the same for any purposes except for the sole purpose of fulfilling the duties or functions of that Subject Person with the GNBA.
- (c) No subject Person shall personally benefit or appear to personally benefit from the use of any Confidential Information.

Return of Confidential Information

The GNBA shall have the right at any time to require that a Subject Person immediately return to the GNBA any or all Confidential Information remitted, delivered or provided to, or obtained by, such Subject Person.

Forced Legal Disclosure

In the event that a Subject Person becomes legally compelled to disclose any Confidential Information that is in his or her custody or control, he or she shall make all reasonable efforts to provide the GNBA with prompt written notice thereof so that it may seek a protective order or other remedy. In the event that such protective order or remedy is not obtained, the Subject Person shall only furnish that portion of the Confidential Information which he or she is advised by legal counsel is legally required to be disclosed.

Consultations and Reports

Where a Subject Person believes he or she may be in breach of this Policy, he or she shall consult with the following individuals who will resolve the uncertainty or prepare a plan for rectifying any breach:

- (a) Each Director (including each Officer who is a Director) other than the President shall consult with the President;
- (b) The President shall consult with the most senior Vice-President or if there is none, the Executive;
- (c) Each Committee member who is not a Director, Officer of the GNBA shall consult with the President; and
- (d) Each other Person shall consult with the President.

All such breaches and plans to rectify a breach shall be reported to and approved by the President or, where they involve a material breach or a breach of any magnitude by the President, reported to and approved by the Executive.

Consequences of a Breach of this Policy by a Director

If any Director (including an Officer who is a Director) fails to comply with this Policy, the Executive shall deliver a report to the members of the GNBA advising the members of such non-compliance. In addition to any other measures the GNBA may pursue, the members may, in their discretion, remove such Director from the Executive.

Consequences of a Breach of this Policy by Committee Members

If any Committee member who is not a Director, an Officer or an employee of the GNBA fails to comply with this Policy, the Chair shall deliver a report to the Board advising the Board of such non-compliance. In addition to any other measures the GNBA may pursue, the Board may, in its discretion, remove such member from the Committees upon which he or she sits, subject to any limitations placed thereon in the Administrative Bylaw of the GNBA.

Certification

The GNBA shall require each Subject Person to sign and deliver to the Chair an acknowledgement in the form of Appendix B or in such other form as may be prescribed by the Board from time to time, certifying that such Subject Person has read and understood this Policy and agreeing to comply with it.

Appendix A

DEFINED TERMS

For the purposes of this Policy:

“Executive” means the Executive of the Ontario Amateur Softball Association

“Committee” means a committee of the GNBA;

“Confidential Information” means:

- (i) All analysis, compilations, data, trade secrets, studies, product plans, marketing plans, business or operating strategies, financial information, forecasts, personnel information, personal health information, notes, reports, contracts, memoranda, correspondence, work product, computer records and other documents and information, in whatever format or medium, including any summaries, notes, copies or extracts thereof, that relates to the operations of the GNBA and which is non-public, confidential or proprietary in nature; and
- (ii) All personal health information relating to an employee, patient, resident or client of the GNBA.

“President” means the President of the GNBA;

“Director” means a member of the Executive;

“Officer” means an individual elected or appointed as an officer of the GNBA by its members;

“Person” shall be broadly interpreted and includes an individual, body corporate, partnership, joint venture, trust, association, unincorporated organization, the Crown, any governmental authority or any other entity recognized by law; and

“Subject Person” means a Director or Committee member and includes any Officer who is a Director or Committee Member.

The following is not considered, for the purposes of this Policy, to fall within the definition of Confidential Information:

- (i) any information that at the time of its creation or disclosure to a Subject Person was in the public domain or was created or disclosed to a Subject Person for the purpose of being in the public domain;
- (ii) any information that, after the time of its disclosure to a Subject Person, becomes part of the public domain otherwise than through the acts or omissions of a Subject Person; or
 - (i) any information that was disclosed to a Subject Person by a third party (i.e. someone other than the GNBA) without any confidentiality restrictions, provided, however, such information was not obtained from a Person, who the actual knowledge of the Subject Person, was under any obligation of confidentiality with respect to it.

Appendix B

Greater Napanee Basketball Association

CONFIDENTIALITY POLICY DECLARATION FORM

Please complete, sign and deliver this Declaration Form to the President at the time you assume any position with the GNBA set out below and at any time thereafter, if requested to do so. If you have any questions concerning this form or the Executive's Confidentiality Policy, please contact the President.

1. I am (*Check the appropriate box(es)*)

- ☐ A member of the Executive
- ☐ A member of a committee
- ☐ An Officer

2. I declare that:

- a. I have read the GNBA's Confidentiality Policy
- b. I am bound by the GNBA's Confidentiality Policy
- c. At the present time (*Check the appropriate box*)

☐ I am in compliance with the Confidentiality Policy and have not breached it since I last delivered a Declaration Form of this nature.

OR

☐ I am not or I may not be in compliance with the Confidentiality Policy or I may have violated it since I last delivered a Declaration Form of this nature and I have notified the appropriate level of authority as set out in the Confidentiality Policy of such breach or potential breach.

d) I understand and acknowledge that my failure to comply with the GNBA's Confidentiality Policy will be considered a breach of my obligations to the GNBA

Date

Signature

Name (Printed)