

CONFIDENTIALITY POLICY

Definitions

1. The following terms have these meanings in this policy:

Association or **OVA** – Ontario Volleyball Association;

Board – the OVA Board of Directors;

Committee – any committee, task force, or council appointed by the Board or by the Executive Director;

Confidential Information – includes information which a reasonable person would believe by its nature to be confidential, and may include financial information, human resources information, and program delivery information, and personal information about employees and OVA members. Further detail is provided in sections 8-10.

Purpose and Application

2. This policy applies to all individuals elected or appointed to a position with the Association, and to employees and contractors of the Association.
3. The purpose of this policy is to ensure that all individuals referenced in section 2 maintain confidentiality with respect to Confidential Information pertaining to the OVA and its operations.
4. This Policy's objective is to address matters of confidentiality in a manner that
 - (a) facilitates the operations of the OVA, the Board, and its Committees, while maintaining the highest business and ethical standards;
 - (b) protects the integrity of the OVA, the Board, and its Committees;
 - (c) allows for appropriate levels of transparency and accountability in matters handled by employees and before the Board and its Committees; and
 - (d) supports the maintenance of effective relationships among Board and Committee members, employees, and other stakeholders.

Prohibitions and Obligations

5. Individuals referenced in section 2 shall sign and submit the Confidentiality Agreement (as provided in Appendix A) upon election or appointment to, or acceptance of employment with, the OVA.
6. By signing the Confidentiality Agreement, the individual accepts an obligation not to disclose or discuss with another person or entity, or to use for their own purposes, Confidential Information concerning the business, activities, and affairs of the OVA that has been received in their capacity serving the OVA, unless otherwise authorized by the Board, or, in the case of an employee or contractor, by the Executive Director.
7. In addition, individuals referenced in section 2 shall not make any statement to stakeholder groups, the media, or the public, unless authorized by the President of the Board, or in the case of an employee or contractor, by the Executive Director.

Policies – Confidential Information

8. All matters that are the subject of any *in camera* portion of any meeting of the Board are considered Confidential Information, until disclosed in an open meeting of the Board of Directors.
9. All matters that are before a Committee are considered Confidential Information, unless and until determined not to be confidential by the chair of the relevant Committee, following consultation with the Chair of the Board (for Committees of the Board) or the Executive Director (for operational Committees).
10. 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 secure given the nature of the information and the related circumstances. Confidential Information shall be disclosed by employees only when necessary to carry out the duties of their job.
11. Where an employee is uncertain as to the interpretation of section 10 for the purpose of carrying out their duties, they shall seek guidance from the Executive Director.

Non-compliance

12. Failure to adhere to this policy is a violation of the OVA Code of Conduct and may be subject to sanction under the OVA Discipline and Complaints Policy. In the case of an employee or contractor, non-compliance may result in additional sanctions to be determined by the Executive Director, including the termination of the individual's employment agreement or contract with the OVA.

This Policy is effective June 27, 2023.

APPENDIX A

CONFIDENTIALITY AGREEMENT

WHEREAS _____ (print name) has been elected or appointed to the OVA Board of Directors, appointed to a Committee of the OVA, or has entered into an employment agreement or contract with the OVA,

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

- confidential information concerning the business and affairs of the OVA;
- confidential information concerning the business and affairs of the OVA's funders, partners and sponsors;
- confidential information pertaining to Board or Committee discussions and deliberations, many of which are private; and
- personal and confidential information (which may include medical information) pertaining to individuals (and representatives of organizations) who are members of the OVA, and their member clubs including players, officials, coaches, managers, volunteers, and staff,

the above-named hereby agrees that they, during their term or tenure with the OVA, or at any time thereafter, will not

- 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 OVA policies and by-laws, or is done in compliance with provincial and/or federal law; or
- use confidential information acquired in the course of fulfilling their official duties with the Association to derive any personal benefit.

The above-named also understands that a failure to comply with this agreement may give rise to discipline in accordance with the OVA Code of Conduct, the OVA Discipline and Complaints Policy, and other policies regarding the conduct of its representatives which the Board may approve from time to time. Non-compliance may lead to sanctions that may include removal from the position, suspension, expulsion from OVA membership, and / or the termination of an employment agreement or contract.

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

Signature _____	Witness name (Please print) _____
Position _____	Witness signature _____
Date _____	Date _____