
Confidentiality & Conflict of Interest Agreement



Directors & Executive

I acknowledge that, as a Director or an Executive of the Central Student Association, I have read the attached relevant CSA bylaws and policies pertaining to conflict of interest and confidentiality (CSA Bylaw 1, Section 10.0: Conflict of Interest and Appendix A – Internal CSA Policy, Section 4.0: Confidentiality and Conflict of Interest Agreement).

I acknowledge that I must adhere to the highest level of conduct in carrying out my duties and responsibilities to the CSA, including acting honestly, in good faith and in the best interests of the CSA and disclosing all conflicts of interest as they exist or arise, and addressing such conflicts of interest, in accordance with relevant CSA by-laws and policies, as applicable. Any discussion conducted “in camera” shall remain confidential and not discussed outside of the Board of Directors.

I undertake to keep in strictest confidence all confidential or proprietary information communicated or disclosed to me in accordance with relevant CSA by-laws and policies, as applicable.

Director’s Name:

Director’s Signature:

Signed agreements will be kept on file by the Policy & Transition Manager and shall expire on the 30th of April of each year (per Appendix A - Internal CSA Policy, Section 4.8).



You will require **Adobe Acrobat Reader DC** app to sign this document. [Download it here](#). Do not sign this document in your pdf web browser.

Questions? Contact the Policy & Transition Manager: csaptm@uoguelph.ca.

Confidentiality, Conflict of Interest & Privacy Policies

The following policy excerpts from [Bylaw 1- Organizational](#) and [Appendix A – Internal CSA Policy](#) are associated with the Confidentiality & Conflict of Interest Agreement are provided below:

Appendix A – Internal CSA Policy

1. Section 4.0. Confidentiality
2. Section 5.0. Protection of Privacy and Access to Information

Bylaw 1- Organizational

1. Section 10.0. Conflict of Interest
2. Section 11.0. Disclosure of Information

Section 4.0. Confidentiality (Appendix A – Internal CSA Policy)

4.1. Confidentiality is a fundamental responsibility for a CSA Director, Executive Officer, and/or staff member. As such, they must act honestly and put the best interests of the CSA ahead of their own interests. It also means that they must avoid or acknowledge conflicts of interest.

4.2. Directors, Executive, and staff members have limits on how they share information and with whom they may share it. Maintaining confidentiality also means that they must maintain the confidentiality of any person or sensitive information that they acquire during their service to the Board and CSA.

4.3. A breach of confidentiality may happen for a variety of reasons including but not limited to:

- Disclosure of confidential information;
- Disclosure of personal information, and
- Conflicts of interest.

4.4. During their work, Directors, Executive, and staff members may have access to financial, personal or sensitive information about the CSA membership, staff and other Board members. In keeping with their duties, Board members shall not disclose information that they have received as a result of their position on the Board and shall not make improper use, either directly or indirectly, of any confidential information received.

4.5. Directors, Executive, and staff members have a large network of constituents, associates and other individuals to which they may have loyalty. While this is positive, it

may cause a conflict of interest if a Director, Executive Officer, and/or staff member shares information that they have gained as part of their position or employment.

4.6. Directors, Executive, and/or staff members may suffer consequences if a breach of confidentiality occurs, whether it happens unknowingly or not. Consequences may vary depending on the circumstances and level of severity of the breach, as outlined in Bylaw 1, Section 10: Confidentiality.

4.7. All Directors and Executive shall sign a Confidentiality and Conflict of Interest Agreement upon ratification by the Board of Directors. The Confidentiality and Conflict of Interest Agreement may be changed only by the Executive on an annual basis, in the winter semester.

4.8. Signing the Confidentiality and Conflict of Interest Agreement is a condition of ratification for Directors and Executive of the CSA. Signed agreements shall be kept on file by the Policy & Transition Manager and shall expire each year on April 30.

4.9. It is the responsibility of the Policy & Transition Manager to ensure that all Directors and Executive sign the agreement.

Section 5.0. Protection of Privacy and Access to Information (Appendix A – Internal CSA Policy)

As a functioning not-for-profit corporation, the CSA respects and abides by the Freedom of Information and Protection of Privacy Act, as specified by the provincial government of Ontario. At all times, the President and Human Resources and Operations Manager shall be familiar with the current rules/regulations regarding privacy and information.

5.1. Definitions

For the purpose of this policy,

“Records” means any information stored within the CSA, whether in electronic, print or any other form.

“Personal information” means any information that is recorded within the CSA about any individual.

“Confidential nature” means any information protected under the Charter of Rights and Freedoms of the government of Canada; home address, phone number or email address; correspondence between individuals of a private nature; or opinions about an individual made by another.

“Secure” means stored in a place that is inaccessible to the public and protected in a reasonable manner.

"**Consent**" means knowingly and freely giving information for use by another for reasons that are known or ought reasonably to be known.

5.2. Principles of Privacy and Access

The CSA believes that every individual has the right to access information kept pertaining to their self. Each individual also has the right to privacy when information of a confidential nature is given to the CSA.

5.3. Public Access to Information

The CSA upholds that all information in its possession is open to the public, unless information relates to:

- **Personnel:** The files of the staff members of the CSA shall not be available to the public or to other parties unless the staff member consents to disclosure.
- **Ongoing economic interests:** Any information regarding plans, proposals, or other information that may jeopardize current contractor other negotiations with outside groups
- **Confidential information:** Any personal or other information that was given to the CSA with implicit or explicit confidence
- **Conflict resolution/Law enforcement:** Any information regarding internal or external conflict resolution or information regarding ongoing or confidential legal matters
- **Deliberative processes:** Information expressed in confidence during a decision-making process, such as an in-camera discussion of the Board of Directors
- **Invasion of personal privacy:** Any information about an individual will not be given out to other parties unless consent is received by the individual in question.

5.4. Personal Information

All information of a personal nature may be accessed by the individual to whom it pertains only. To request a copy of records held by the CSA regarding an individual's personal information, a request form must be filled out and delivered to the Executive member responsible for the requested record. Personal identification must also be presented before information shall be disclosed. The Executive must fulfill every request for personal information unless:

- If the person requesting the information is not the individual to whom it pertains, the Executive member shall not permit access.

- If records pertaining to one individual hold confidential information about another, the Executive member will make arrangements to present the information without disclosing other confidential information.

5.5. Collection

The CSA will collect individuals' information only with their explicit or implicit consent except when information pertains to:

- An award such as, but not limited to, the Tenant of the Year Award or the Teaching Excellence Award
- Performance evaluation of a staff or volunteer member
- Whenever personal information is collected, the collector will inform the individual of the purpose of collection, what is being collected, how long the information will be kept, who has access to the information, how the information will be used and how the individual may have access to this information (including how to file a complaint).
- An informative pamphlet will be available regarding the practical rules and procedures of the CSA around personal information.

Section 10.0. Conflict of Interest (Bylaw 1 - Organizational)

10.1. It is in the best interest of the CSA to be aware of and properly manage all conflicts of interest and appearances of a conflict of interest. This conflict of interest section is designed to assist Directors, Executive and staff to identify situations that present potential conflicts of interest and to provide the CSA with a process to appropriately manage conflicts in accordance with the requirements and the goals of accountability and transparency in the CSA business operations.

A conflict of interest arises in any situation where the duty of a Director, Executive, and/or staff member to act solely in the best interest of the CSA and to adhere to their fundamental duties is compromised or impeded by any other interest, relationship or duty.

A conflict of interest should not provide benefit financially or otherwise from CSA events or activities or when relationships exist in matters related to the above.

A Director, Executive, and/or staff member shall be deemed as being in conflict of interest when any contract, proposed contract or transaction exist that are to the benefit or detriment of themselves, their family, partners, housemates, roommates, or other organizations to which they are currently affiliated, that do not pertain to their CSA job description or the CSA mandate.

All Directors, Executive, and staff shall comply with the requirements of this bylaw. It is not possible to outline all situations in which actual or potential conflict of interest may arise.

10.2. Process for Addressing a Conflict of Interest

Members of the Board shall declare a conflict of interest before discussions or decisions about any matters in which they or anyone with whom they have a relationship could directly or indirectly benefit or where such a benefit could be perceived.

The process is as follows:

- a) At the start of each Board meeting, following approval of the agenda, the Chair shall ask for a declaration of any conflict of interest relating to any of the agenda items.
- b) If a Board member declares a real, potential or perceived conflict of interest the declaration shall be recorded in the minutes. Perceived conflicts of interest are situations in which an internal or external observer could interpret actions of the Board member as being in conflict.
- c) Board members with a conflict of interest shall remove themselves from the room for discussion of the agenda item. The Board member shall not discuss nor vote on the issue. The Board member shall not discuss the issue with any other Board member at the time of the meeting or subsequently.
- d) If Board members are not certain that they are in a conflict of interest position, they may discuss the matter with the Board Chair, an Executive Officer or the HR Support Team for advice or guidance.
- e) It is the responsibility of other Board members who are aware of a real, potential or perceived conflict of interest on the part of another Board member to raise the issue for clarification, first with the Board member and, if still unresolved, with the Board Chair, an Executive Officer or the HR Support Team.
- f) If there is any question or doubt about the existence of a conflict for any particular member, the Board shall determine by vote, if a conflict exists. The person who is subject of the vote shall be absent from the discussion and vote.
- g) If no quorum exists for the purpose of voting on a resolution due to declarations, the remaining Board members are deemed to constitute a quorum for the purposes of voting on the resolution.

10.3. A conflict of interest shall not exist for a Director should a matter under consideration directly involve the constituency which they have specifically been elected

or appointed to represent, nor shall it exist for political statements of support that do not involve contract, transactions or activity.

10.4. If a declaration is made and the member has not voted in respect of the matter, they are not accountable to the Central Student Association for any profit realized from a contract. 10.5. No member of the CSA shall personally benefit through gifts as a result of their position on the CSA. 10.6. The minutes shall name the Director who declared the conflict and indicate the nature of conflict. The minutes shall also state whether the Board voted on the matter and whether the Director who declared the conflict voted or was absent.

11.0. Disclosure of Information (Bylaw 1- Organizational)

11.1. At the beginning of every meeting of the Board of Directors or a committee created by it, held in camera, the Chair of the meeting shall bring this bylaw, and the CSA's Privacy Policy, to the attention of all present.

11.2. All present will be bound to keep the proceedings confidential, unless otherwise directed by the Chair of the Board of Directors or any committee created by it with a support of the majority. Exiting and re-entering an In-Camera session will be permitted with the understanding that all present are obligated to keep the proceedings confidential.

11.3. Non-members will be permitted to attend an In-Camera session of the Board of Directors or any committee created by it only after a motion requesting attendance to an In Camera session is approved by a majority vote of members present and voting.