

AA Ringette Calgary Foundation (2013)

Policy 4

Conflicts, Confidentiality, and Privacy

Purpose

1. The purpose of this policy is to establish and outline the policies and procedures relating to conflicts of interest, confidentiality of information, and the collection and use of private information.
2. This policy is to be read, as applicable, in conjunction with the other policies and procedures of AA Ringette Calgary.

Conflict of Interest

3. The purpose of this policy is to describe how members of the Foundation will conduct themselves in matters relating to real or perceived conflicts of interests and when making decisions relating to real or perceived conflicts of interests.
4. Principles
 - (i) A conflict of interest is defined as a situation where a member of the AA Committee or AA Board has a real, potential or perceived direct or indirect interest which is or may reasonably be incompatible with the Foundation's interests, resulting in a real, seeming or potential incompatibility between their private interests and their duties to the Foundation.
 - (ii) Complaints of unreported conflicts of interest will be investigated and appropriate actions taken where conflict of interest is found pursuant to this policy or the Complaints and Discipline Policy.
5. Disclosure Requirements of members of the AA Committee or AA Board
 - (i) As soon as practical, members of the AA Committee and AA Board will disclose to the AA Committee or AA Board when:
 - (A) They are engaged in any business or transaction or have a financial or other personal interest that may be incompatible with their official duties as a member of the AA Committee or AA Board;
 - (B) They may be in a position where they are under obligation to any person who might benefit from special consideration, or who might seek, in any way, preferential treatment;

- (C) They may be perceived as according preferential treatment to any Person in their AA Committee or AA Board decisions;
- (D) They have derived a personal benefit from information they have acquired during the course of fulfilling their official duties with the AA Committee or AA Board where the information is confidential or not generally available to the public;
- (E) They are engaged in any outside work, activity or business or professional undertaking that conflicts or appears to conflict with their duties with the AA Committee or AA Board;
- (F) They use the property or services of the Foundation for activities not associated with the Foundation without permission of the AA Committee or AA Board;
- (G) They are in a position where they could, by virtue of being a decision maker on the AA Committee or AA Board, influence decisions or contracts from which they could derive any direct or indirect benefit or interest; or
- (H) They have accepted any gift or favour that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being a decision maker on the AA Committee or AA Board.

6. Resolving Conflicts in Decision-Making

- (i) Decisions or transactions that involve a real or perceived conflict of interest that have been disclosed may be considered and decided upon by the AA Committee or AA Board provided that:
 - (A) This disclosure is recorded in the minutes;
 - (B) The AA Committee or AA Board may decide that the disclosure and record of it are sufficient to deal with the conflict; or
 - (C) The AA Committee or AA Board may take any other measures necessary to ensure the conflict of interest does not improperly affect any decision or vote taken by the AA Committee or AA Board; and
 - (D) Such measures considered may include that the individual does not participate in discussion on the matter giving rise to the conflict; abstains from voting on the decision; is not included on the quorum for the vote; or such other reasonable measures as the AA Committee or AA Board consider appropriate.

7. Disclosure of Conflict of Interest by Another

- (i) Any time a member of the AA Committee or AA Board becomes aware that there may exist a real or perceived conflict of interest in relation to another

member of the AA Committee or AA Board that **has not been disclosed** to the AA Committee or AA Board, they **will** disclose this conflict to the AA Committee or AA Board.

- (ii) Upon receipt of the above disclosure, the President may summarily reject the complaint as of no merit; deal with the complaint in a summary fashion where the failure to disclose is of a minor nature and the complainant agrees to such action or refer the matter to be handled pursuant to the Complaints and Discipline Policy.

8. Possible Penalties for Failing to Disclose a Conflict of Interest

- (i) A Complaint Committee under the Complaints and Discipline Policy may apply the following actions singly or in combination for real or perceived conflicts of interest that were not disclosed:
 - (A) Removal or temporary suspension of certain responsibilities or decision-making authority
 - (B) Removal or temporary suspension from a designated position
 - (C) Removal or temporary suspension from certain AA Ringette Calgary teams, events and/or activities
 - (D) Requiring a new vote on any issue where the failure to disclose may have affected the outcome of that vote
 - (E) Other actions as may be considered appropriate for the real or perceived conflict of interest
- (ii) The President or the Complaint Committee may determine that an undisclosed alleged real or perceived conflict of interest is of such seriousness as to warrant suspension of designated activities pending a decision of the Complaint Committee.

Confidentiality

9. Purpose and Applicability

- (i) To maintain the confidentiality of the personal information of participants in AA Ringette Calgary. Implied consent is given to the Foundation to use such personal information as necessary to provide the services and support as needed.

10. Definitions

- (i) *Confidential Information* – includes, but is not limited to the following:

- (A) Personal Information of AA Ringette Calgary Members and Representatives, including but not limited to: name, address, email, telephone number, cell phone number, date of birth and financial information
 - (B) The AA Ringette Calgary's intellectual property and proprietary information related to the programs, fundraisers, business or affairs including, but not limited to: procedures, business methods, forms, policies, business, marketing and development plans, advertising programs, creative materials, trade secrets, knowledge, techniques, data, products, technology, computer programs, manuals, software, financial information and information that is not generally or publicly known
- (ii) *Implied Consent* – is consent given to administrators of AA Ringette Calgary programs and services, by virtue of registration with the Foundation as an athlete, official or team staff, to provide others with applicable personal information only in order to effectively carry out services relating to Ringette.

11. Requirements

- (i) Subject to the above implied consent and the provisions of the policies on personal information set out below, members of the AA Committee or AA Board shall not publish, communicate, divulge or disclose to any unauthorized person, firm, corporation, third party or parties any Confidential Information or any part thereof, without the express written consent of the individual(s) involved.

Personal Information

12. Purpose and Applicability

- (i) The collection, use and disclosure of personal information **in the course of commercial activities** is governed by the Alberta *Personal Information Privacy Act* (PIPA) and the Canadian *Personal Information Protection and Electronics Documents Act* (PIPEDA). This policy will ensure these acts are followed by AA Ringette Calgary **when involved in commercial activities**.

13. **Definitions:** The following terms have these meanings in this Policy:

- (i) *Commercial Activity* – any particular transaction, act or conduct that is of a commercial character.
- (ii) A non-profit organization that is generally not commercial in nature will nonetheless be subject to PIPA for a commercial transaction involving the sale of personal information within Alberta.
 - (A) Examples may include:

- (1) The sale of merchandise within the province by catalogue or Internet sale, where personal information of an individual is collected (e.g. name, address, credit card number);
 - (2) Offering a conference or training session for a fee; or
 - (3) Selling a membership or donor list to an organization within the province.
- (B) Examples of activities that are **not commercial** in nature include:
- (1) Accepting donations made to a non-profit organization where no product or service is exchanged;
 - (2) Offering a free newsletter to individuals (the personal information could only be subsequently sold in accordance with PIPA);
 - (3) Providing free services to individuals; or
 - (4) Collecting membership fees for a league.
- (iii) *Personal Information* – any information about an identifiable individual including information that relates to their personal characteristics including, but not limited to, gender, age, income, home address or phone number, ethnic background, family status, health history and health conditions
- (iv) PIPA – Personal Information Privacy Act
- (v) PIPEDA – Personal Information Protection and Electronic Documents Act
- (vi) *Representatives* – members, directors, officers, committee members, employees, coaches, officials, referees, managers, trainers, volunteers, parent/guardians, administrators, contractors and participants within the Foundation
14. **Application:** This Policy applies to Foundation Representatives in connection with personal information that is collected, used or disclosed during any **commercial activity** related to the Foundation.
15. **Additional Obligations:** In addition to fulfilling all requirements of PIPEDA and PIPA, the Foundation and its Representatives will also fulfill the additional requirements of this Policy **when involved in commercial activities**. Representatives of the Foundation will **not**:
- (i) Disclose personal information to a third party during any business or transaction unless such business, transaction or other interest is properly consented to in accordance with this Policy;

- (ii) Knowingly place themselves in a position where they are under obligation to any organization to disclose personal information;
 - (iii) In the performance of their official duties, disclose personal information to family members, friends or colleagues, or to organizations in which their family members, friends or colleagues have an interest;
 - (iv) Derive personal benefit from personal information that they have acquired during the course of fulfilling their duties with AA Ringette Calgary; or
 - (v) Accept any gift or favor that could be construed as being given in anticipation of, or in recognition for, the disclosure of personal information.
16. **Ruling on Policy:** Except as provided in PIPEDA and PIPA, the AA Board will have the authority to interpret any provision of this Policy that is contradictory, ambiguous or unclear.
17. Accountability
- (i) The AA Board is responsible for the implementation and monitoring of privacy issues, information collection and data security. The President or AA Ringette Calgary member designated by the President will handle personal information access requests and complaints.
18. Purpose for Collection of Personal Information
- (i) Personal information may be collected, used and disclosed by AA Ringette Calgary for purposes that include, but are not limited to, the following:
 - (A) Receiving communications from AA Ringette Calgary or AA Ringette Calgary participant communications such as E-news, newsletters, programs, events and activities
 - (B) Database entry at the Coaching Association of Canada to determine level of coaching certification and qualifications, level of officiating certification and qualifications
 - (C) Athlete registration, determination of eligibility, age group and appropriate level of competition, matters pertaining to athlete and team selection and determination of membership demographics and program wants and needs
 - (D) Implementation of AA Ringette Calgary screening policy
 - (E) Promotion and sale of merchandise
 - (F) Medical emergency
 - (G) Purchasing equipment, manuals, resources and other products

- (H) Published articles, media relations and posting on the AA Ringette Calgary website, displays, posters and other promotional activities
- (I) Managing insurance claims and insurance investigations
- (J) Fundraising activities for AA Ringette Calgary
- (ii) Personal information may be collected, used and disclosed for other commercial purposes with the consent of the individual or where reasonable to do so and where permitted or required by law.

19. Consent

- (i) By providing personal information to AA Ringette Calgary, individuals are consenting to the collection, use and disclosure of the information for purposes identified in this policy.
- (ii) Consent may be written or implied and includes:
 - (A) Completing and/or signing an application form for membership or participation in the Foundation's activities
 - (B) Checking a check-off box
 - (C) Providing written consent either physically or electronically
 - (D) Consenting orally in person
 - (E) Consenting orally over the phone
- (iii) An individual may withdraw consent in writing to the collection, use or disclosure of personal information at any time, subject to legal or contractual restrictions. AA Ringette Calgary will inform the individual of the implications of such withdrawal.
- (iv) Consent will not be obtained from individuals who are minors, seriously ill, or mentally incapacitated and therefore will be obtained from a parent, legal guardian or person having Power of Attorney.

20. Exceptions for Use

- (i) AA Ringette Calgary may **use** personal information without the individual's knowledge or consent only:
 - (A) If AA Ringette Calgary has reasonable grounds to believe the information could be useful when investigating a contravention of a federal, provincial or foreign law and the information is used for that investigation;
 - (B) For an emergency that threatens an individual's life, health or security;

- (C) If it is publicly available as specified in PIPEDA and PIPA;
- (D) If the use is clearly in the individual's interest and consent is not available in a timely way; or
- (E) If knowledge and consent would compromise the availability or accuracy of the information and collection was required to investigate a breach of an agreement or contravention of a federal or provincial law.

21. Exceptions for Disclosure

- (i) AA Ringette Calgary may **disclose** personal information without the individual's knowledge or consent only:
 - (A) To a lawyer representing AA Ringette Calgary;
 - (B) To collect a debt the individual owes to AA Ringette Calgary;
 - (C) To comply with a subpoena, a warrant or an order made by a court or other body with appropriate jurisdiction;
 - (D) To a government institution that has requested the information, identified its lawful authority, and indicated that disclosure is for the purpose of enforcing, carrying out an investigation, or gathering intelligence relating to any federal, provincial or foreign law; or that suspects that the information relates to national security or the conduct of international affairs; or is for the purpose of administering any federal or provincial law;
 - (E) To an investigative body named in PIPEDA or PIPA or government institution when AA Ringette Calgary believes the information concerns a breach of an agreement, or a contravention of a federal, provincial, or foreign law, or suspects the information relates to national security or the conduct of international affairs;
 - (F) To an investigative body for the purposes related to the investigation of a breach of an agreement or a contravention of a federal or provincial law;
 - (G) In an emergency threatening an individual's life, health, or security (AA Ringette Calgary will inform the individual of the disclosure);
 - (H) To an archival institution;
 - (I) 20 years after the individual's death or 100 years after the record was created;
 - (J) If it is publicly available as specified in the regulations; or
 - (K) If otherwise required by law.

22. Retention

- (i) **Retention Periods:** Personal information will be retained as long as reasonably necessary to enable participation in AA Ringette Calgary to maintain accurate historical records and/or as may be required by law.

23. Individual Access

- (i) **Access:** Upon written request to AA Ringette Calgary, an individual may be informed of the existence, use and disclosure of his or her personal information and will be given access to that information. As well, an individual is entitled to be informed of the source of the personal information along with an account of third parties to whom the information has been disclosed.
- (ii) **Response:** Requested information will be disclosed to the individual within 30 days of receipt of the written request at no cost to the individual, or at nominal costs relating to photocopying expenses, unless there are reasonable grounds to extend the time limit.
- (iii) **Denial:** An individual may be denied access to his or her personal information if:
 - (A) This information is prohibitively costly to provide;
 - (B) The information contains references to other individuals;
 - (C) The information cannot be disclosed for legal, security or commercial proprietary purposes; or
 - (D) The information is subject to solicitor-client or litigation privilege.
- (iv) **Reasons:** Upon refusal, AA Ringette Calgary will inform the individual the reasons for the refusal and the associated provisions of PIPEDA and/or PIPA and applicable provincial privacy legislation.

24. Complaints

- (i) An individual can make a complaint regarding compliance with this Policy to AA Ringette Calgary by sending a written complaint to the AA Ringette Calgary registered office to the Attention of the President.
- (ii) Any complaint shall be dealt with in accordance with the procedures of the Complaints and Discipline Policy with such adaptation as may be reasonable and necessary.

This policy has been updated:

- March 22, 2023