

KINGSTON RINGETTE ASSOCIATION DIRECTOR'S AGREEMENT

“Organization” refers to: Kingston Ringette Association

THIS AGREEMENT CONFIRMS that the undersigned is eligible for nomination as a Director or has been elected or appointed as a Director of the Organization and agrees as follows:

Condition Precedent - Criminal Record Check

1. The Director agrees to obtain the proper level of a police record check based on the Level of Risk of the Directors Position as per the Ringette Ontario Screening Policy prior to performing any responsibilities as a Director and will renew such check upon the request of the Organization. The Organization's Board, in its sole discretion, will determine whether any offences revealed by the check pose an unacceptable risk to the safety and security of the Organization and may terminate the Director's eligibility to serve as a Director.

Responsibilities of the Director

2. The Director will comply with the Director's Duties and Responsibilities described in **Schedule A**.

Duty of Diligence

3. The Director will:

- a) Act prudently and in the best interests of the Organization;
- b) Exercise the same level of care that a reasonable person with similar abilities, skills, and experience would exercise in similar circumstances;
- c) Act cautiously and try to anticipate the consequences of his or her decisions and actions;
- d) Act honestly and forthright; and
- e) Take reasonable steps to manage foreseeable risks.

Duty of Loyalty

4. The Director will:

- a) Prioritize the interests of the Organization over any other interest, including the Director's own personal interests;
- b) Disclose any conflicts of interest per the Organization's *Conflict of Interest Policy*;
- c) Act properly in disclosing a conflict of interest situation and not discuss, influence or make decisions relating to that conflict;
- d) Comply with the Organization's *Privacy Policy*; and
- e) Keep the Organization's business private and not discuss certain matters with people outside of the Organization.

Duty of Obedience

5. The Director will:

- a) Comply with the Organization's governing documents and ensure that staff and committees also comply;
- b) Ensure the Organization's governing documents remain current and accurate; and
- c) Obey external laws and rules that are imposed upon the Organization.

Expenses

6. The Organization will reimburse the Director for any expenses in accordance with the Organization's policies upon receipt of an expense claim and applicable receipts.

Termination

7. This Agreement will terminate upon:
- The expiration of the Director's term
 - The Director's resignation
 - The Director being found by a court to be of unsound mind
 - The Director becoming bankrupt
 - The Director being removed by way of resolution in accordance with the Organization's bylaws
 - The Director's death.

Confidentiality

8. The **Director** will not, either during the period of his or her involvement as a Director or any time thereafter, disclose to any person or organization any Confidential Information acquired during his or her period of involvement as a Director with the Organization, unless expressly authorized to do so.

9. The Director will comply with the Organization's *Confidentiality Policy*.

Conflict of Interest

10. The Director will comply with the Organization's *Conflict of Interest Policy* and the *Ontario Corporations Act and the ONCA*.

Proprietary Rights

11. Copyright and any other intellectual property rights in all written material (including material in electronic format), software, databases, trademarks, patents, logos, trade names, brands and other works produced by the Director will be owned solely by the Organization, which will have the right to use, reproduce, or distribute such material and works, or any part thereof, for any purpose it wishes.

12. The Director will not use, reproduce or distribute such material or works, or any part thereof, without the express written consent of the Organization.

Interpretation

13. This Agreement will be interpreted in accordance with the laws of the Province of Ontario.

General

14. No failure or delay by the Organization in enforcing any right or remedy in this Agreement will be construed as a waiver of any future exercise of such right or remedy.

15. The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.

16. This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties. Any amendments hereto are enforceable only if in writing and signed by each of the parties.

17. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.

18. The **Director** hereby agrees to abide by the terms and conditions outlined in this Agreement.

To evidence his or her agreement, the Director has signed this Agreement.

Director:

Per:

Date

