



## Confidentiality Agreement (Directors, Employees, and Volunteer Board Members)

### Purpose

Ontario Baseball Association (OBA) is a not-for-profit organization that regularly handles sensitive client information. In accordance with the **Privacy Act** and **PIPEDA**, OBA requires all directors, employees, and volunteer board members to handle sensitive personal client information confidentially and appropriately. It is understood that these individuals may become aware of confidential information regarding staff, clients, and the operations of the organization during their service.

It is further understood that if confidential information is not properly protected, OBA's operations may be threatened, and the well-being and privacy of staff, clients, and stakeholders may suffer irreparably. This policy aims to ensure the protection of sensitive information during and after service to the organization.

### Scope

This Confidentiality Agreement applies to **all directors, employees, and volunteer board members** of the Ontario Baseball Association. The term "Board Members" in this agreement refers to all individuals in these roles.

### Confidential Information

The following are considered **Confidential Information**:

- Client lists, including contact details and demographic information
- Client educational information (grades, report cards, reviews, etc.)
- Client medical information
- Client personal information (addresses, phone numbers, etc.)
- Information gathered during client interviews
- Staff personal information (employment records, contact information, etc.)
- Human resource policies and procedures, including performance reviews
- Facility financial information, status, and statements
- Any information marked as "Confidential" by the organization, or listed as such by separate memorandum, or email
- Any information pertaining to OBA's clients, parents of clients, staff, and visitors
- **Intellectual property** or proprietary business strategies and methods of OBA
- **Internal communications** related to client matters, business strategies, or organizational operations
- Any **verbal communications** related to confidential information



Any information that is publicly available, or which becomes publicly available through no fault of the recipient, is not considered “Confidential.” If a volunteer board member can prove that information was possessed before it was disclosed by OBA, or was obtained from an independent third party without a confidentiality obligation, it will not be deemed confidential.

## **Nondisclosure**

In serving as a director, employee, or volunteer board member of OBA, you agree to:

1. **Not divulge, disclose, provide, or disseminate** Confidential Information to any third party, including family members, unless specifically authorized by OBA in writing.
2. **Not use** Confidential Information for any purpose other than fulfilling your duties for OBA.
3. **Ensure that no confidential materials** are discussed or shared in any public or non-secure environments, including on **social media** or in public settings.

## **Security of Confidential Information**

While serving OBA, all directors, employees, and volunteer board members must ensure that Confidential Information is adequately protected, including:

- Using **passwords, encryption**, and other digital security measures to protect electronic information.
- Keeping physical documents containing confidential information secure and accessible only to authorized individuals.
- Taking care not to leave confidential information unattended in public or unsecured spaces.
- Reporting any **suspected breaches** of confidentiality or data security immediately to OBA management.

## **Return of Property and Confidential Information**

Upon the conclusion of a director’s, employee’s, or volunteer board member’s term, they must promptly return any and all OBA materials, including but not limited to:

- Client information
- Documents, keys, physical property
- Electronic media (e.g., USB drives, laptops, etc.)
- Manuals, letters, notes, and reports

You agree to **not duplicate, summarize**, or retain any such material. This includes digital copies of confidential information.

## **Legal Obligations**

This agreement will not supersede any legal obligation to disclose information when required by law, including a **court order** or **governmental investigation**. If you are legally required to disclose any



Confidential Information, you must immediately inform OBA in writing prior to disclosure, unless prohibited by law.

### Duration of Confidentiality Obligation

The confidentiality obligations outlined in this agreement will remain in effect both **during your term of service** and **indefinitely after** the termination of your relationship with OBA, unless and until the information is no longer confidential due to reasons outside of your control (e.g., it becomes publicly available through no fault of yours).

### Document Revision History:

Date	Name	Action	Comments
12-Feb-17	Board of Management	Approved	Initial approval
20-Aug-20	Board of Management	Approved	Updated for clarity
21-May-26	Board of Directors	Approved	