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**CAPITAL REGIONAL DISTRICT
CORPORATE POLICY**

Policy Type	<i>Board</i>		
Section	<i>Corporate Services</i>		
Title	NON-DISCLOSURE/CONFIDENTIALITY AGREEMENT FOR CRD COMMITTEES & COMMISSIONS		
Adopted Date	<i>May 8, 2013</i>	Policy Number	BRD12
Last Amended			
Policy Owner	<i>Legislative Services</i>		

1. POLICY:

All **Appointees** to a Capital Regional District (**CRD**) **committee** or commission are required to sign a non-disclosure confidentiality agreement.

2. PURPOSE:

To safeguard the confidentiality of CRD matters that are not **subject to public disclosure**, and to ensure consistent adherence to closed **meeting** confidentiality requirements for **Appointees**.

3. SCOPE:

This policy applies to all **Appointees** to a CRD **committee** or commission.

4. DEFINITIONS:

“Appointee”: means a person appointed to a CRD committee or commission, excluding CRD Board Directors, Local Community Commissioners, and municipal mayors and councillors.

“Closed Meeting” or **“in Camera Meeting”**: refers to meetings that may or must be closed to the public where the subject matter is of a sensitive or confidential nature, in accordance with Section 90 of the *Community Charter*.

“Committee”: means a standing, advisory, select, or other committee of the CRD Board, but does not include Committee of the Whole.

“Commission”: means a commission established under Section 263(1)(g) of the *Local Government Act* and **includes** local service committees established by the **CRD** Board.

“Corporate Officer”: means the officer of the CRD assigned the corporate administration responsibilities of Section 236 of the *Local Government Act*, and includes that officer’s designates.

5. PROCEDURE:

5.1 Confidentiality of Closed Meeting Matters

Confidential or sensitive information may be shared only with individuals authorized to receive it.

Pursuant to Section 117 of the *Community Charter*, elected officials are required to maintain the confidentiality of matters considered in a closed meeting. These statutory obligations do not extend to Appointees to a CRD committee or commission. Since committees and commissions may be delegated authority to conduct closed meeting deliberations, Appointees are required to sign a non-disclosure confidentiality agreement (Schedule A).

5.2 Agreement Management

The Legislative Services Division is responsible for administering, coordinating, and maintaining non-disclosure/confidentiality agreement records.

Non-disclosure/confidentiality agreements must be signed by committee and commission Appointees upon appointment and provided to Legislative Services staff for record keeping.

Appointees who have not signed a non-disclosure/confidentiality agreement will not be authorized to participate in closed meeting matters and will not receive any closed meeting materials.

6. SCHEDULES:

A. NON-DISLOSURE CONFIDENTIALITY AGREEMENT

7. AMENDMENTS:

Adoption Date	Description:
May 8, 2013	CRD Board.

8. REVIEWS:

Review Date	Description:
September, 2021	3-year review.
March, 2026	Election year review and update.

9. RELATED POLICY, PROCEDURE OR GUIDELINES:

- *Freedom of Information and Protection of Privacy Policy (ADM09)*

SCHEDULE A
NON-DISCLOSURE/CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20__

BETWEEN:
CAPITAL REGIONAL DISTRICT
("CRD")

OF THE FIRST PART

AND: _____
("Appointee")

OF THE SECOND PART

WHEREAS the Appointee has ~~applied for and~~ been granted an appointment to the _____ (the "Committee/Commission");

NOW THEREFORE in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. For the purposes of this Agreement:
 - (a) "confidential information" includes:
 - (i) any information that has been received or considered by the Board of the CRD, the Commission or any other body established by the CRD at a meeting that has been lawfully closed to the public, except to the extent that disclosure of such information has been authorized by the Board of the CRD or the Commission;
 - (ii) any information that the CRD is bound to retain in confidence pursuant to an agreement, the disclosure of which has not been authorized by agreement of the parties;
 - (iii) any information the disclosure of which is prohibited under the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - (iv) any information that is subject to solicitor-client privilege; and
 - (v) any other information held in confidence by the CRD except to the extent that the information is released to the public as lawfully authorized or required by an enactment.
 - (b) "enactment" has the same meaning as in the *Interpretation Act* (British Columbia).
2. The Appointee acknowledges that, as an Appointee of the Board of the CRD to the Committee/Commission, they are authorized to receive confidential information.

3. The **Appointee** acknowledges and agrees that **they** must:
 - (a) keep in confidence any confidential information, until the record containing the confidential information is released to the public as lawfully authorized by the Board of the CRD, the **Committee/Commission**, or as required under an enactment;
 - (b) keep in confidence information considered in any part of a meeting of the Board of the CRD, or the **Committee/Commission**, that was lawfully closed to the public, until the Board of the CRD or the **Committee/Commission**, as applicable, discusses the information at a meeting that is open to the public or releases the information to the public;
 - (c) ensure that any records or information containing personal information received by the **Appointee** during his or her term is stored in Canada in compliance with the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - (d) use confidential information solely in connection with the purposes of the **Committee/Commission** and the CRD and for no other purpose.
4. The **Appointee** will advise the Corporate Officer of the CRD immediately if **they** become aware of an unauthorized use or disclosure of confidential information contrary to this Agreement or the provisions of an enactment.
5. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
6. This Agreement may be executed in a counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

THE PARTIES HERETO have executed this Agreement as of the day, month, and year first above written, as undersigned.

CAPITAL REGIONAL DISTRICT

By its authorized signatories:

APPOINTEE

I understand that any disclosure of confidential information contrary to this agreement may result in sanctions including reduction in participatory rights, censure and revocation of any appointment:

Corporate Officer or Designate

Appointee