

BOARD POLICY

Section	<i>Board</i>	
Subsection	Policies, Procedures, Manuals	
Title	NON DISCLOSURE / CONFIDENTIALITY AGREEMENT FOR CRD COMMISSIONS	

POLICY:

All individuals appointed to a Capital Regional District commission are required to sign a non-disclosure confidentiality agreement.

PURPOSE:

It is important to maintain the confidentiality of CRD matters that are not in the public domain and to ensure consistency of closed (in camera) confidence requirements for both elected and non-elected persons. Section 117 of the *Community Charter* requires closed confidences to be respected by elected officials (applicable to regional districts under Section 787.1 of the *Local Government Act*), however this does not apply to non-elected persons, such as commission members, and a non-disclosure / confidentiality agreement is required because commissions have authority for closed deliberations under the *Community Charter* and the *Local Government Act*.

A copy of the non-disclosure / confidentiality agreement to be completed by authorized signatories of the CRD and the commission member is attached at Appendix A.

RESPONSIBILITIES:

The Corporate Officer and Legislative Services Office is responsible for the control, coordination, and implementation of the policy. Modifications to the overall policy are to be approved by the CRD Board.

SCOPE:

The policy applies to all non-elected persons who have been appointed to a CRD Commission.

DEFINITIONS:

“Commission” means a commission established by the Board under section 176(1)(g) of the *Local Government Act* and a local service committee and a service committee established by the Board.

“Corporate Officer” means the officer of the CRD assigned the corporate administration responsibilities of section 198 of the *Local Government Act*, and includes that officer’s designate.

Approval Date:	May 8, 2013	Approved By:	Board
1. Amendment Date:		Approved By:	
2. Amendment Date:		Approved By:	
Next Review Date:	June 2014	Reviewed By:	Legislative Services
Supersedes:			

THIS AGREEMENT made this _____ day of _____, 2019

BETWEEN:

CAPITAL REGIONAL DISTRICT

(**"CRD"**)

OF THE FIRST PART

AND:

(**"Commission Member"**)

OF THE SECOND PART

WHEREAS the Commission Member has applied for and been granted an appointment to the

(the **"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 Commission Member acknowledges that, as an appointee of the Board of the CRD to the Commission, the Commission Member will receive confidential information.
- 3. The Commission Member acknowledges and agrees that he or she 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 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 Commission, that was lawfully closed to the public, until the Board of the CRD or the 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 Commission Member 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 Commission and the CRD and for no other purpose.
- 4. The Commission Member will advise the Corporate Officer of the CRD immediately if he or she becomes aware of an unauthorized use or disclosure of confidential information contrary to this Agreement or the provisions of an enactment.
- 5. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- 6. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 7. This Agreement may be executed in 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month and year first above written.

CAPITAL REGIONAL DISTRICT)

by its authorized signatories)

_____)

Name: CHAIR)

Name: CORPORATE OFFICER)

SIGNED, SEALED and DELIVERED)

in the presence of: _____)

_____)

Witness Signature

Commission Member:

_____)

Name)

[Name]

_____)

Address _____)

_____)