

## Volunteer Policy Acknowledgement

Following are three policies that volunteers are required to read and agree to prior to the start of each term, or as these policies are revised:

- Conflict of Interest
- Confidentiality
- Committee Roles & Responsibilities

Each of the above are separate policies but to simplify the process, we've combined them into one document with a one-page acknowledgement form. Please print and complete the 'Certificate and Consent' form below indicating any conflicts of interest and that you've read and agree to the policies, then email to [president@aata.ca](mailto:president@aata.ca).

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### Conflict of Interest Policy

#### Preamble

It is in the best interest of the Alberta Athletic Therapists Association (the "AATA") to be aware of and properly manage all conflicts of interest and appearances of a conflict of interest. This conflict of interest policy (the "Policy") is designed to help AATA directors, officers, employees, members and volunteers identify situations that present actual, perceived, or potential conflicts of interest. The Policy provides the AATA with a procedure to appropriately manage conflicts in accordance with legal requirements and the goals of accountability and transparency in the AATA.

#### Purpose

1. The purpose of this Policy is to describe how members of the AATA will conduct themselves in matters relating to conflicts of interest, and to clarify how the AATA will make decisions in situations where conflicts of interest may exist.

#### Description - Conflict of Interest

2. A conflict of interest exists where "there is an arrangement or relationship between the Member or a related person or related corporation and a person, where a reasonable person could conclude that the exercise of the Member's professional expertise or judgment may conflict with or be influenced by the arrangement or relationship. A conflict of interest may be actual, potential or perceived." (AATA Code of Ethics)

#### Application

3. This policy applies to directors, officers, employees, contractors, committee members volunteers and other decision-makers with the AATA (hereafter referred to as "Representatives" of the AATA).

#### Statutory Obligations

4. The AATA is incorporated under the *Canada Not-for-profit Corporations Act* (the "Act") and is governed by the Act in matters involving a real or perceived conflict between the personal interests

of a director or officer (or other individual involved in decision-making or decision-influencing roles) and the broader interests of the AATA.

5. Under the Act, any real or perceived conflict, whether pecuniary or non-pecuniary, between a director's or officer's interests and the interests of the AATA must at all times be resolved in favour of the AATA.

### **Additional Obligations**

6. In addition to fulfilling all requirements of the Act, the AATA and its Representatives will also fulfill the additional requirements of this Policy. Representatives of the AATA shall **not**:
  - a. Engage in any business or transactions, or have a financial or other personal interest that is incompatible with their official duties with the AATA, unless such business, transaction or other interest is properly disclosed in accordance with this policy;
  - b. Knowingly place themselves 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. In the performance of their official duties, accord preferential treatment to family members, friends or colleagues, or to organizations in which their family members, friends or colleagues have an interest, financial or otherwise;
  - d. Derive personal benefit from information that they have acquired during the course of fulfilling their official duties with the AATA, where such information is confidential or is not generally available to the public.
  - e. Engage in any outside work, activity or business or professional undertaking that conflicts or appears to conflict with their official duties as a representative of the AATA, or in which they have an advantage or appear to have an advantage on the basis of their association with the AATA;
  - f. Use the AATA's property, equipment, supplies or services for activities not associated with the performance of official duties with the AATA;
  - g. Place themselves in positions where they could, by virtue of being a Representative of the AATA, influence decisions or contracts from which they could derive any direct or indirect benefit or interest;
  - h. Accept 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 Representative of the AATA.

### **Conflict of Interest Disclosure**

7. On an annual basis, all directors, officers, employees and committee members will complete a written statement disclosing any real, potential, or perceived conflicts they might have.
8. At any time that a Representative of the AATA becomes aware that there may exist a real, potential, or perceived conflict of interest, they shall disclose this conflict to the Board of Directors (the "Board") immediately.

9. Any person who is of the view that a Representative of the AATA may be in a position of conflict of interest may report this matter to the Board.

### **Resolving Conflicts in Decision-Making**

10. Decisions or transactions that involve real, potential, or perceived conflicts of interest that have been disclosed by a Representative of the AATA may be considered and decided upon by the AATA provided that:
  - a. The nature and extent of the Representative's interest has been fully disclosed to the body that is considering or making the decision, and this disclosure is recorded in the minutes;
  - b. The Representative does not participate in discussion on the matter giving rise to the conflict of interest, unless the chair of the body considering the matter allows such participation;
  - c. The Representative abstains from voting on the proposed decision or transaction;
  - d. The Representative is not included in the determination of quorum for the proposed decision or transaction; and
  - e. The decision or transaction is in the best interests of the AATA.

### **Conflicts Involving Employees**

11. The AATA will not restrict employees from accepting other employment, contracts or volunteer appointments during the term of their employment with the AATA, provided that the employment, contract or volunteer appointment does not diminish the employee's ability to perform the work contemplated in their employment agreement with the AATA. Any determination as to whether there is a conflict of interest will rest solely with the AATA, and where a conflict of interest is deemed to exist, the employee may be required to resolve the conflict by ceasing the activity giving rise to the conflict.

### **Conflicts Involving Litigation by a Representative**

12. If a Representative initiates litigation of any kind against the AATA, its Directors or its Officers, that Representative shall be deemed to be unable to fulfill their duties with the AATA with impartiality, and in keeping with the values and ethics of the AATA, the Representative shall be immediately removed from any position as an Officer, Director or committee member with the AATA until such time as the litigation is resolved.

### **Enforcement**

13. Failure to adhere to the Policy may give rise to discipline in accordance with the AATA Code of Conduct procedures document.

**If you do not have a conflict of interest at the time you sign, and you later encounter a conflict of interest, please advise AATA's Board of Directors immediately to disclose and sign a new COI form.**

## **Confidentiality Policy**

### **Preamble**

It is in the best interest of the Alberta Athletic Therapists Association (the 'AATA') to encourage and foster open and candid discussions among its directors, officers, employees, committee members, volunteers, and other decision-makers (each a 'AATA Representative'). However, in order to protect the interests of the AATA, confidentiality should be maintained at all times by the AATA Representatives.

### **Purpose**

1. The purpose of this Policy is to describe the confidentiality obligations imposed on AATA Representatives.

### **Description – Confidential Information**

2. Confidential Information is:

- a. all information, written or oral or produced by other means, provided by the AATA or the AATA Representatives, or otherwise learned or obtained by a AATA Representative, which may include, without limitation, literature, data, programs, client contact lists, personal information, sources of funding, prospects or projections, fundraising techniques, processes, formulas, research or experimental work, work in process, trade secrets, business opportunities or any other proprietary or confidential matter;
- b. the content and all information relating to discussions at AATA Board meetings or meetings of any AATA committee or task force, including any and all materials, correspondence or reports prepared or circulated in connection therewith; and
- c. all documents (whether in draft or final form, and in any medium), including all analyses, compilations, forecasts, studies or other documents prepared by the AATA or the AATA Representatives, to the extent that they contain or reflect the information described in (a) or (b) above, other than any such information that:
  - i. is or becomes generally available to the public other than as a result of a disclosure by (or on behalf of) a AATA Representative in breach of this Policy; or
  - ii. is or becomes available to a AATA Representative from a source other than the AATA or another AATA Representative, other than as a result of a disclosure by (or on behalf of) a AATA Representative in breach of this Policy.

### **Confidentiality Procedures**

3. Confidential Information must only be used by a AATA Representative in connection with his or her role as a AATA Representative, and for no other purpose.
4. Confidential Information cannot be disclosed by a AATA Representative to any third party or person (including family, relatives, or business or social relations), except with the prior written authorization of the AATA or as may be otherwise required by law. A AATA Representative shall not affirm or deny statements made by others, either directly or indirectly or through electronic means, if such affirmation or denial would result in the disclosure of Confidential Information.

5. Any individual interested in becoming a AATA Representative is required to read and sign the Acknowledgment, Agreement, and Declaration at the bottom of this Policy prior to the start of their term to acknowledge that he/she has read this Policy and agrees to abide by it.

### **Amendments**

6. This Confidentiality Policy may be amended by the Board of Directors at any time and from time to time. Each AATA Representative will be required to sign the Acknowledgement, Agreement, and Declaration at the bottom of the revised Confidentiality Policy upon request by AATA.

### **Acknowledgment, Agreement, and Declaration**

1. I acknowledge that during my term as a AATA Representative, I may have access to Confidential Information. I recognize and acknowledge that the Confidential Information constitutes a valuable, special and unique asset of the AATA which is and shall remain the exclusive property of the AATA.
2. I agree:
  - a. To hold all Confidential Information in trust and strict confidence, to use the Confidential Information only for the purposes required to fulfill my obligations and for no other purpose, to not directly or indirectly disclose the Confidential Information to any unauthorized third party, and to not permit any person to use, examine, and/or make copies of any documents, files, data or other information sources which contain or are derived from Confidential Information, whether prepared by the AATA or otherwise coming into my possession or control without the prior written permission of the AATA with the exception of any of the Confidential Information which I am obliged to disclose by law.
  - b. To keep any Confidential Information in my control or possession in a physically secure location to which only I and other persons who are bound by this Policy or another confidentiality agreement with the AATA have access.
  - c. To not remove any Confidential Information from the AATA's online or physical files, storage, or locations unless, and to the extent that, I obtain the AATA's written pre-authorization to do so. Whenever I am so pre-authorized, I agree to take all necessary steps to keep such Confidential Information secure and to protect such Confidential Information from unauthorized use, reproduction or disclosure.
  - d. To comply with all privacy laws and regulations, which apply to the collection, use and disclosure of personal information.
  - e. To immediately notify the Ombudsperson of the AATA if I can reasonably conclude that, through any act or omission, a breach of my confidentiality obligations, or those of the AATA, has or may have occurred.
  - f. To cooperate with the gathering of evidence for the investigation of claims of breach of the AATA's confidentiality obligations.
  - g. At the conclusion of my volunteer term or employment with the AATA, or upon demand by management, to return all Confidential Information to the AATA that is in my possession or control, including all copies thereof, in any format.

3. I understand:
  - a. that a breach of confidentiality or misuse of Confidential Information could result in disciplinary action, including termination of position;
  - b. that the disclosure of Confidential Information may give rise to irreparable injury to the AATA which may be inadequately compensated by monetary damages. Accordingly, I acknowledge and agree that if AATA reasonably believes that I have breached this Policy, and that such breach has the potential to injure AATA, AATA may seek a court order requiring me to stop further misuse of the Confidential Information. This relief shall be in addition to, and not in limitation of, any other legal remedies which may be available to the AATA, and that the covenants set out above are necessary for the protection of the AATA's legitimate business interests and are reasonable in scope and content;
  - c. that my obligations in this Agreement exist beyond the end of my relationship with the AATA; and
  - d. that I will be required at the beginning of my term, and at the request of AATA, and whenever this Confidentiality Policy is amended, to review and execute this Acknowledgment, Agreement, and Declaration.

## **Committee Roles and Responsibilities Policy**

The following guidelines exist to ensure that all committees and committee members operate in the same general manner. They apply to all standing and ad hoc committees and task forces, whether they report to the Board of Directors or the Executive Director.

### Committee Reporting Structure

Committees and task forces report to the AATA Board of Director.

### Committees

- Committee members are selected for a specified term or on an ad hoc basis to carry out the business of the AATA. Committee members:
  - o Must conduct themselves in a legal, ethical, and prudent manner at all times in representing AATA and fulfilling their committee mandates and tasks;
  - o Are expected to commit to the duration of the term specified for the role;
  - o Must be certified members of the association that have maintained their status. In special circumstances, or where special expertise is required to further the association goals, the committee may recommend a non-certified member, or a non-member to advise or join the committee.
- Each year the chairs of the committees, in discussion with the Board of Directors, will solicit volunteer applications for committee positions, and subsequently, the committee chairs may recommend nominees to the Board of Directors for approval.
- A member may serve on more than one committee at a time.
- Committee members must have basic computing and email skills since most committee communications, information-sharing and meetings are virtual.
- Committee members must exercise due care when using AATA's communication and collaboration platforms and ensure policies relating to technology, email, information security and intellectual property are followed.
- Committee members cannot enter into or sign any binding contract on behalf of AATA, whether written or verbal, and regardless of amount. All legal agreements must be reviewed by the Board of Directors and signed by the President. Representatives of AATA that violate this policy could be held personally liable for the financial consequences.
- All committees must take minutes of every committee meeting and submit the ratified minutes to Board of Directors within three weeks of the committee's approval of the minutes. A copy of all approved minutes must be circulated to members of the committee.

### Committee Chairs

- Committee chairs lead the committee and guide the progress towards the association achieving its mandates and goals. They coordinate and oversee the function of the committee including; establishing regular meetings, preparing requested reports and budgets, delegating tasks, communicating with committee members regarding Association and committee activities, and disseminating pertinent documents to all committee members.
- Committees recommend the appointment of their respective chair to the Board of Directors, as required. Where no recommendations are forthcoming, the Board of Directors, at their discretion, can appoint the chair.
- Chairs are responsible for ensuring that committee vacancies are filled. The Board of Directors, as required, has final approval of all nominees.
- Chairs must attend all committee meetings. In special circumstances, a committee chair may appoint a designate to attend a meeting in his/her place.
- Chairs are responsible for ensuring the ratified committee minutes are submitted to the Board of Directors.
- Chairs are responsible for submitting all requested reports and budgets to the Board of Directors by

the communicated timelines. Committee reports should not contain inflammatory comments regarding interpersonal and/or inter-committee conflicts.

- Chairs ensure committee members adhere to the annual committee budget. After the annual budget is approved, requests for budget increases must be approved by the Board of Directors.
- Chairs are expected to attend the Annual General Meeting, online or in-person.
- Chairs are expected to attend the annual combined meeting of the Board of Directors and Committee Chairs.
- Chairs ensure that committee members are aware of and adhere to AATA policies, codes of ethics and conduct, and guide themselves in a legal, ethical and prudent manner.
- If a committee chair is unable to fulfill his/her duties, the Board of Directors can appoint another member to act as chair and fulfill the chair's duties.

#### Removing Volunteers from the Committee

- Volunteer members from committees, ad hoc committees, task forces, and representatives of AATA that initiate the following actions will be subject to temporary removal from their volunteer position until such time as all initiated actions have been resolved:
  - In litigation with, or has served notice of potential litigation against, the Association, another member of the Association, or any Association sponsors;
  - Any other action, which may or may not include ethics actions, perceived to be in conflict with the Association by the Board of Directors.
- If a committee chair feels that a committee member is not following policy or meeting his/her mandate requirements, the chair has the right to address it with the member. If there is no change, after consulting with their board contact, then the committee leadership (Chair, Board of Directors) has the right to request their resignation from the committee. If no resignation is provided, the Board of Directors has the right to remove the member from the committee. Committee leadership should ensure to fairly document the concerns leading to the warning or removal, including discussions with the member
- If a committee chair is not following policy or meeting his/her mandate requirements, the Board of Directors or Executive Director has the right to remove the member from his/her position as committee chair.

#### Committee Responsibilities

- Once new committee members and chairs are approved by the Board of Directors, committee members will sign this Committee Agreement that addresses overall committee roles and responsibilities as well as confidentiality and conflict of interest.
- Policies and Procedures: Each committee is responsible for reviewing and making updates to the committee's policies and procedures annually. Recommended changes require approval from the Board of Directors.
- Travel and Accommodation: Committee members that travel on Association business are reimbursed for all reasonable costs incurred while doing the work of the association. The deadline for submitting expenses is three weeks after the event, for which the expenses were incurred, has passed. Committee members are expected to adhere to the conditions outlined in Travel and Expense Claims 6-4.
- Legal Consultation: A committee that requires legal consultation should email the President including specific questions the committee wants answered by the lawyer and issues pertinent to the request. The legal response will generally be returned in writing. Face-to-face and telephone communication should be the exception and coordinated through the President.
- Information Security and Intellectual Property: Committee members will observe the following when working on AATA business:
  - Protect AATA's data, whether hardcopy or on computers or portable devices, from theft, loss, or unauthorized access at home/work sites and during transit;
  - Regularly back-up AATA documents and use any file-sharing platform provided by



AATA to ensure files are accessible and protected;

- Return all data, files, records, etc. to AATA once the committee member's term or mandate ends;
- Ensure sensitive information in hardcopy form is securely shredded or returned to the Board Directors for secure disposal.

We strongly encourage that approved firewalls and anti-virus software are on all computers used for AATA business, and that flash drives and other portable drives have password access and are scanned for viruses before being used to transfer data or share files.

Please print and complete the Certificate and Consent form below indicating any conflicts of interest and that you've read and agree to the policies, then email to [president@aata.ca](mailto:president@aata.ca)

CERTIFICATE AND CONSENT VOLUNTEERS

TO: ALBERTA ATHLETIC THERAPISTS ASSOCIATION (the "Corporation").

I agree to serve as a volunteer of the Corporation, whether as a member of a Committee or in another capacity.

I confirm that I have read the following policies, which have been approved by the Board of Directors (collectively, the "Policies"):

- 1. Committee Roles and Responsibilities Policy
2. Confidentiality Policy
3. Conflict of Interest Policy

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest between the Alberta Athletic Therapists Association and your personal interests, financial or otherwise:

... I have no conflict of interest to report

... I have the following conflict of interest to report (Please specify conflicts you or an immediate family member may have that are associated with non-profit and/or for-profit Board memberships, any for-profit businesses for which you or an immediate family member are an officer, director, majority shareholder, or own; and, if a conflict, name your employer and any businesses you or a family member own):

- 1.
2.
3.

I agree to comply with the above Policies, the by-laws of the Corporation, and any other applicable documents, as they may be amended from time to time. I acknowledge that failure to comply may result in the cessation of my relationship with the Corporation, in whole or in part.

Full Name: Member #:

Signature: Date:

Committee: