Ontario Chiropractic Association

OCA Board Policy
Confidentiality Policy

Introduction

These policies and guidelines (which are referred to as guidelines) are intended to provide guidance to the members, directors, officers and senior employees of the Ontario Chiropractic Association (the "Association") with respect to situations, relationships and arrangements that might give rise to breaches of duty involving confidentiality relating to ownership or use of information or other property of the Association. The guidelines apply to officers and senior employees as well as to directors, as the context permits or requires.

In carrying out his or her responsibilities as a director, each member of the board has at common law a fiduciary duty, involving confidence and trust, to act in the best interests of the Association. Directors, officers and senior employees are required not to divulge any confidential information obtained in the course of their engagement with the Association. This obligation survives the termination of the engagement for whatever reason and lasts indefinitely.

Details of the duty of confidentiality appear in the guidelines below. Where an individual is uncertain about whether confidentiality is an issue with respect to any information or its use, he or she should assume confidentiality applies.

Confidential Information

1. In these guidelines:

   (a) "confidential information" refers to all information of a confidential or secret nature which is or may be either applicable to or related in any way to the business and activities of the Association, but confidential information does not include non-proprietary information.

   (b) "non-proprietary information" refers to:

      (i) information which is within the public domain at the date of its disclosure to the director, officer, or employee, as the case may be (the "Recipient") or which thereafter enters the public domain through no fault of the Recipient (but only after it becomes part of the public domain);

      (ii) information which is already known to the Recipient at the time of its disclosure to the Recipient by the disclosing party and is not subject to confidential restrictions;

      (iii) information which, following its disclosure by the disclosing party to the Recipient, is received by the Recipient without obligation of confidence from a third party who the recipient had no reason to believe was not lawfully in possession of such information free of any obligation of confidence.

provided that any combination of the information which comprises part of the confidential information will not be deemed to be non-proprietary information merely because individual parts of that information were within the public domain, in the prior possession of the Recipient, or were so received by the Recipient unless the combination itself was in the public domain, in the prior possession of the Recipient, or was so received by the Recipient.

2. The Recipient shall:

(a) not use any of the confidential information except as necessary for use for the purposes of and in the interests of the Association, and

(b) take all reasonable steps to hold all confidential information in the strictest confidence after receipt.

3. Without restricting the generality of the foregoing, the reasonable steps that the Recipient shall take include:

(a) physical security of areas where access may be gained to confidential information;

(b) security measures for electronic storage and transmission of data including or derived from confidential information;

(c) controls on access to any computer facility and tape or disk library where any confidential information may be kept;

(d) visitor control;

(e) controls over photocopying confidential information; and

(f) document and computer network control systems which limit access to the confidential information to employees and agents who have a need to have such access and which provides for a secure method of destruction of sensitive data.

Guidelines

These guidelines are intended to provide a means by which the conduct of directors, officers and senior employees of the Association can be assessed and judged, to ensure that it is in the best interests of the Association at all times.

A director, officer or senior employee shall not, without written consent from the Association, disclose or use any information gained during the course of any engagement by the Association for any personal gain. Where an individual has gained proprietary information owned by or concerning the Association or any of its affairs, that information shall not be disclosed by or used by that individual for pecuniary gain or in any manner that may be to the detriment of the Association or its members.

A member who intends to be elected as a director of the Association shall, when nominated, and before being included on a slate of nominees presented to the members for a vote, sign an agreement, in a form to be adopted by the Association and approved by the board of directors, confirming his or her willingness, if elected, to abide at all times with the policies of the Association, including policies governing confidentiality of information.

An incumbent director who stands for a re-election shall sign a new agreement.

A director, after being elected, shall have an ongoing duty at all times to abide by the policies and guidelines of the Association in force from time to time, including guidelines dealing with confidentiality of information.

I acknowledge that I have read and agree to abide by the OCA Confidentiality Policy as set out above.

DATED this _____ day of _____ , 2025.

_____

Name