230 The Esplanade, Toronto ON M5A 4J6 slna@slna.ca www.slna.ca

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement ("Agreement") is entered into by and between the **St. Lawrence Neighbourhood Association (SLNA)** ("Association") and the undersigned individual ("Participant").

1. Purpose

The Participant acknowledges that, through their involvement with SLNA in the stated capacity, they may receive access to confidential or sensitive information relating to the Association, its members, volunteers, finances, operations, strategic initiatives, legal matters, and community affairs.

The purpose of this Agreement is to protect the confidentiality, integrity, and reputation of the Association while promoting responsible governance and ethical conduct.

2. Confidential Information

For the purposes of this Agreement, "Confidential Information" includes, but is not limited to:

- Financial statements, budgets, banking and accounting records;
- Board and committee discussions, meeting materials, minutes, and draft documents;
- Strategic plans, policies, reports, and internal correspondence;
- Personal information relating to members, residents, volunteers, donors, contractors, or partners;
- Legal advice, litigation, contracts, negotiations, or regulatory matters;
- Information received from government agencies, sponsors, consultants, or third parties that is confidential;
- Any information designated as confidential or which a reasonable person would understand to be confidential.

3. Obligations

The Participant agrees to:

- Maintain the confidentiality of all Confidential Information;
- Use Confidential Information solely for the purposes of fulfilling their responsibilities with the Association;
- Not disclose, copy, distribute, publish, or discuss Confidential Information with any person unless authorized by the Board of Directors or required by law;
- Exercise reasonable care to protect all confidential records, whether in paper or electronic format;
- Immediately notify the President or the Board of any unauthorized disclosure or suspected breach.

4. Conflict of Interest

The Participant agrees to act in the best interests of the Association and to disclose any actual, potential, or perceived conflict of interest in accordance with the Association's governance policies.

5. Return of Property

Upon the conclusion of the Participant's involvement with the Association, or upon request, the Participant shall promptly return or permanently destroy all confidential documents, records, electronic files, passwords, and any other property belonging to the Association.

Confidentiality and Non-Disclosure Agreement (cont'd)

6. Continuing Obligation

The obligations contained in this Agreement continue after the Participant's appointment, volunteer service, or affiliation with the Association ends and remain in effect unless the information becomes publicly available through lawful means or disclosure is required by law.

7. No Ownership Rights

Nothing in this Agreement grants the Participant any ownership or intellectual property rights in any materials, documents, or information belonging to the Association.

8. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

9. Acknowledgement

By signing below, the Participant confirms that they have read, understood, and agree to comply with the terms of this Confidentiality and Non-Disclosure Agreement.

Participant Name: _____

Role/Position: _____

Signature: _____

Date: _____

For the St. Lawrence Neighbourhood Association
Authorized/Accepted by:

Name: _____

Title: _____

Signature: _____

Date: _____