



St. Albert Gymnastics Club– Director’s Agreement

“Organization” refers to St. Albert Gymnastics Club

THIS AGREEMENT CONFIRMS that the undersigned is eligible for nomination as a Director or has been elected or appointed as a Director of the Organization and agrees as follows:

Condition Precedent - Screening

1. The Director agrees to participate in the Organization’s screening process, per the *Screening Policy*, prior to performing their responsibilities as a Director.
2. The Director agrees to inform the Board of Directors of any pending charges, charges, or criminal investigation(s) involving the Director.
3. The Board of Directors, in its sole discretion, will determine whether any offences revealed by the screening process, pending charges, charges, or criminal investigation(s) pose an unacceptable risk to the safety and security of the Organization and may call a Special General Meeting of the Members with the intention of removing the Director.

Responsibilities of the Director

4. The Director will comply with the Director’s Duties and Responsibilities described in **Schedule A**.

Duty of Diligence

5. The Director will:
 - a) Act prudently and in the best interests of the Organization;
 - b) Exercise the same level of care that a reasonable person with similar abilities, skills, and experience would exercise in similar circumstances;
 - c) Act cautiously and try to anticipate the consequences of their decisions and actions;
 - d) Act honestly and forthright; and
 - e) Take reasonable steps to manage foreseeable risks.

Duty of Loyalty

6. The Director will:
 - a) Prioritize the interests of the Organization over any other interest, including the Director’s own personal interests;
 - b) Disclose any conflicts of interest per the *Conflict of Interest Policy*;
 - c) Act properly in disclosing a conflict of interest situation and not discuss, influence or make decisions relating to that conflict;



- d) Comply with the *Privacy Policy*; and
- e) Keep the Organization's business private and not discuss certain matters with people outside of the Organization.

Duty of Obedience

- 7. The Director will:
 - a) Comply with the Organization's governing documents and ensure that staff and committees also comply;
 - b) Ensure the Organization's governing documents remain current and accurate; and
 - c) Obey external laws and rules that are imposed upon the Organization.

Expenses

- 8. The Organization will reimburse the Director for any expenses in accordance with the Organization's policies upon receipt of an expense claim and applicable receipts.

Termination

- 9. This Agreement will terminate upon:
 - a) The expiration of the Director's term;
 - b) The Director's resignation;
 - c) The Director being found by a court to be of unsound mind;
 - d) The Director becoming bankrupt;
 - e) The Director being removed by way of resolution in accordance with the Organization's Bylaws; or
 - f) The Director's death.

Confidentiality

- 10. The Director will not, either during the period of their involvement as a Director or any time thereafter, disclose to any person or organization any Confidential Information acquired during their period of involvement as a Director with the Organization, unless expressly authorized to do so.
- 11. The Director will comply with the *Confidentiality Policy*.

Conflict of Interest

- 12. The Director will comply with the *Conflict of Interest Policy* and the *Alberta Societies Act*.

Proprietary Rights

- 13. Copyright and any other intellectual property rights in all written material (including material in electronic format), software, databases, trademarks, patents, logos, trade names, brands and other works produced by the Director will



be owned solely by the Organization, which will have the right to use, reproduce, or distribute such material and works, or any part thereof, for any purpose it wishes.

14. The Director will not use, reproduce or distribute such material or works, or any part thereof, without the express written consent of the Organization.

Interpretation

15. This Agreement will be interpreted in accordance with the laws of Alberta

General

16. No failure or delay by the Organization in enforcing any right or remedy in this Agreement will be construed as a waiver of any future exercise of such right or remedy.
17. The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.
18. This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties. Any amendments hereto are enforceable only if in writing and signed by each of the parties.
19. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.
20. The Director hereby agrees to abide by the terms and conditions outlined in this Agreement. To evidence their agreement, the Director has signed this Agreement.

Director Name

Signature

Date

Witness Name

Signature

Date