

## GSA CONFIDENTIALITY PRACTICES AND CONFIDENTIALITY AGREEMENT

BETWEEN: THE GRADUATE STUDENTS' ASSOCIATION OF THE UNIVERSITY OF ALBERTA (GSA)

-AND-

\_\_\_\_\_ (Officer, Councillor, or Committee Member)

**The GSA's confidentiality practices are outlined below and can be summarized as follows:** information arising in a closed session of GSA Council or a committee, information about identifiable individuals, or information otherwise marked or indicated as confidential, needs to stay that way. Discussions that are off the record or confidential often involve personal information, information on negotiations, business information, or other information of a similar nature.

**Jurisdiction:** "All GSA Standing Committee members may be requested to sign and abide by confidentiality agreements regarding the information provided or matters discussed at the committees meetings" (**GSA Bylaw and GSA Policy, Section H.POL.4.3**).

### **Definition of "Confidential Information"**

1. In this agreement "Confidential Information" means any information disclosed or provided by the GSA or obtained independently in the course of my duties with the GSA, including
  - a) "Personal information" as defined in the Alberta *Personal Information Protection Act*, being any information about an identifiable individual;
  - b) Legal advice;
  - c) Information about contractual negotiations or negotiations to resolve disputes;
  - d) Personal information about members of the GSA or their families;
  - e) Banking and financial information;
  - f) Confidential information disclosed by an employee or representative of the University;
  - g) Information discussed in any closed session or meeting; or
  - h) Information that is identified either in writing or verbally as confidential or privileged.

### **Duties, Obligations and Requirements Related to Confidential Information**

2. I agree that I will familiarize myself with the confidentiality practices of the GSA as noted in this agreement.
3. I understand and agree that all Confidential Information is strictly confidential and may only be collected, used or disclosed in strict accordance with GSA policy and provincial and federal legislation, including the *Personal Information Protection Act*, as amended from time to time.
4. I understand and agree that all Confidential Information belongs to the GSA, and I agree that I will not collect, use or disclose Confidential Information without the GSA's authorization.

5. I agree that I will not collect, use or disclose any Confidential Information, in any manner, or for any purpose that may be detrimental to the GSA, or for a purpose other than that for which the information was collected or received.
6. When my term on the GSA Council, on a GSA Committee, or as a GSA Officer ends, I agree:
  - a. To deliver promptly to the GSA all original documents, materials, and copies of Confidential Information, including electronic files; and
  - b. To destroy all material constructed from confidential information, including electronic files.
7. I agree to guard Confidential Information by making my best effort to prevent any unauthorized access to, or use or disclosure of, Confidential Information.
8. I agree that I will not tamper with, destroy, falsify or otherwise improperly deal with any GSA records or files of any kind whatsoever;
9. I acknowledge and agree that I am aware of, and will comply with, the tenets outlined in the GSA's *Personal Information Sharing Agreement* with the University of Alberta;
10. I agree that if a situation arises where I am unsure of the appropriate action when working with Confidential Information, I will immediately seek direction from the GSA Board;
11. I understand and agree that my confidentiality obligations under this Agreement will survive and continue after the end of my term with the GSA.
12. I understand and agree that if I inadvertently or otherwise breach this Agreement, I will immediately notify the GSA and use best efforts to mitigate the effect of the breach.
13. I understand and agree that, should I contravene this Agreement, the GSA Board will make a determination regarding how to proceed, and the GSA reserves the right to take disciplinary or legal action.

\_\_\_\_\_  
Printed Name of Member

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date dd/mm/yy