

Privacy and Confidentiality

May 2023 Edition



Preamble

1. Nordiq Alberta (NA) is subject to the Personal Information Protection and Electronic Documents Act (“the Act”) which sets out principles of fair information practices that in turn form ground rules for the collection, use and disclosure of personal information.

2. In accordance with the Act, NA is responsible for the protection of personal information and the fair handling of it at all times both throughout the organization and in dealings with third parties.

Aim

3. The aim of the NA Privacy Policy is to provide direction for how personal information will be collected, used and disclosed within NA. Personal information is recorded information about an identifiable individual. Examples of personal information examples are identified in the Act.

General Policy

4. NA will comply fully with the principles and exceptions set out in the Act.

5. NA requires that its member Districts and Clubs establish and implement policies that are substantially like the NA Privacy Policy.

Nordiq Alberta’s Principles of Fair Information Practices

Identifying Purposes

6. Before or when any personal information is collected by or on behalf of NA, NA will identify the reason(s) for collecting the information and how it will be used. If the reason(s) for collecting the information and/or how it will be used changes after the information is collected, NA will inform the affected individual(s) and obtain consent before the information is used.

7. Personal information may be collected from more than one source and combined.

Consent

8. NA requires an individual’s consent to the collection, use and/or disclosure of personal information:

a) Before or when any personal information is collected by or on behalf of NA, or when the reason(s) for collecting the information and/or how it will be used changes, NA will obtain consent from the individual whose personal information is collected, used or disclosed.

b) For an individual who is a minor, seriously ill, or mentally incapacitated, consent may be obtained from a legal guardian, or person having power of attorney.

c) Consent may be obtained in person, by phone, by fax, by mail, by email or by internet, or by any other reasonable method, whether express or implied.

Limiting Collection

9. NA limits the information it collects to what is needed for specific purposes identified by NA at the time the personal information is collected.

Limiting Use, Disclosure and Retention

10. NA will limit the use and disclosure of the personal information it has collected to the purpose(s) for which it was collected, unless the individual otherwise consents, or the use or disclosure is authorized by law.

11. Where possible, NA will use contracts or other agreements to ensure the protection of personal information that has been collected by NA and that is transferred to a third party for use, including but not limited to:

a) The personal information transferred to a third party will be limited to what is needed by and for the purposes necessary for the third party to fulfil the contract or agreement.

b) The third party will be required to refer to NA any requests for access to or complaints about the information provided.

c) When the personal information is no longer required by the third party, the third party will be required to either return the information to NA or dispose of it in a manner acceptable to NA

12. Personal information collected by or on behalf of NA will be retained only if necessary to satisfy the purpose(s) for which it was collected. Any personal information collected by or on behalf of NA that is no longer required for an identified purpose, or a legal requirement will be destroyed, erased, or rendered anonymous in a manner that will prevent improper access.

Accuracy

13. NA will make efforts to keep the personal information collected as accurate, complete and up-to-date as is necessary, considering the purpose(s) for which the information is collected and the interests of the individual.

Safeguards

14. NA will make efforts to protect the personal information collected with appropriate safeguards and security measures:

a) Information may only be accessed by approved officials or employees, or by other persons designated as such by NA, and only to the extent necessary for the identified purpose(s).

b) Personal information will only be disclosed to a third party when:

i. reasonable steps are taken to identify the individual requesting the personal information.

ii. the individual requesting the information can establish their right to access the personal information requested; and

iii. the proposed use of the personal information requested is consistent with the consent given with respect to the collection, use and/or disclosure of the personal information.

c) Personal information may only be stored, modified, or deleted by the NA Director of Operations or their delegate as set out herein.

d) Physical safeguards include restricted physical access to NA offices.

e) Technological safeguards include restricted file access, computer passwords, firewalls, and file encryption procedures.

Openness

15. Any requests or enquiries about this policy can be directed to the NA Director of Operations.

Individual Access

16. Any individual that has provided personal information to NA shall have access to that personal information collected, used, or disclosed by or on behalf of NA.

17. An individual may review, amend, or update the personal information collected about them.

18. If NA refuses access to an individual to the personal information collected, NA will provide to the individual the reason(s) for the refusal and any recourse available.

19. Where possible, a response to a request for access to personal information by an individual will be made within 30 days of the request.

20. NA will make every effort to provide access of any individual to their personal information at minimal or no cost. If a cost is anticipated to provide the information requested, NA will advise of the cost prior to disclosing the information. Challenging Compliance

21. NA will investigate and respond to all concerns about any aspect of the collection, use and disclosure of personal information, in a timely manner. Where necessary, an individual will be advised of available avenues of complaint, including the Office of the Privacy Commissioner of Canada.

22. NA will take appropriate measures to correct any inaccurate personal information that is identified or to modify policies or procedures where necessary.

Responsibility and Accountability

23. NA is responsible for maintaining, protecting, and retiring all personal information that it collects.

24. The NA Administrator has the primary responsibility for ensuring compliance with the Nordiq Alberta Privacy Policy as set out herein and has the authority to intervene on privacy issues that relate to any of NA operations. The NA Director Of Operations is responsible for the following:

a) Collection, use and disclosure of personal information;

b) Responding to requests and general inquiries for personal information;

c) Responding to requests for correction to personal information;

d) Responding to complaints about the collection, use and disclosure of personal information by NA;

- e) Explaining the purpose(s) for the collection, use and disclosure of personal information;
- f) Explaining the procedure to withdraw consent and the consequences, if any, of such a withdrawal.

25. The NA Director of Operations may delegate any responsibilities set out herein to another NA employee or to an individual approved by NA's Board of Directors. All NA officials and employees, or any individual approved by NA to handle any responsibilities set out herein, are required to understand the nature and scope of and adhere to the NA Privacy Policy.

Confidentiality

Definitions

1. The following terms have these meanings in this Policy:

a) **Confidential Information** – Personal information of Individuals including but not limited to home address, email address, personal phone numbers, date of birth, financial information, medical information, and background check information. Additionally, Confidential Information also includes information considered to be intellectual property of NA such as data, proprietary information, business information, and trade secrets

b) **Participants** – Refers to all categories of individual members and/or registrants defined in the [bylaws](#) of Nordiq Alberta who are subject to the policies of BA, as well as all people employed by, contracted by, or engaged in activities with NA including, but not limited to, employees, contractors, athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, committee members, and Directors and Officers

c) **Representative** – All individuals employed by, or engaged in activities on behalf of, NA. Representatives include, but are not limited to, staff, administrators, Directors, and Officers of NA, committee members, and volunteers

Purpose

2. The purpose of this Policy is to ensure the protection of Confidential Information that is proprietary to NA.

Scope and Application

3. This policy applies to all Representatives of NA.

4. Confidential Information does not include the following: name, title, business address, work telephone number, or any other information widely available or in the public domain.

5. Individuals voluntarily publishing or consenting to the publication of their personal information in a public forum (such as the listing of an email address on a website) forfeit the expectation of confidentiality for that information for as long as it is available publicly.

Responsibilities

6. Representatives will not, either during the period of their involvement/employment with NA or any time thereafter, disclose, publish, communicate, or divulge to any person or organization any confidential information acquired during their period of involvement/employment, unless expressly authorized to do so.

7. Representatives will not use, reproduce, or distribute Confidential Information without the express written consent of NA.

8. All documents and written materials relating to Confidential Information will remain the property of NA and, upon cessation of involvement/employment with NA, for any reason, or upon request of NA, Representatives will immediately return all written or tangible confidential information, as well as copies and reproductions, and any other media containing confidential information.

Intellectual Property

9. Copyright and any other intellectual property rights for all written material (including material in electronic format or posted on a website) and other works produced in connection with employment or involvement with NA will be owned solely by NA, which shall have the right to use, reproduce, or distribute such material and works, in whole or in part, for any purpose it wishes. NA may grant permission for others to use its intellectual property.

Enforcement

10. A breach of any provision in this Policy may be subject to legal recourse, termination of the employment or volunteer position, suspension or expulsion from membership, or sanctions following a complaint filed pursuant to the *Harassment, Discipline and Complaints Policy*.