



Original version approved: Feb 24, 2024 Current version approved: Feb 24, 2024 Date of next review: Feb 24, 2029	Form #: 001
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PURPOSE

To confirm that the undersigned has been elected or appointed as a Director of the Cycling Association of Yukon (CAY) and agrees to the following.

DIRECTOR'S AGREEMENT

Condition Precedent - Criminal Record Check

1. The Director agrees to obtain a criminal record check prior to performing any responsibilities as a Director, and will renew such a check upon the request of CAY. Cost of criminal record check to be reimbursed by CAY. CAY's Board, in its sole discretion, will determine whether any offences revealed by the check pose an unacceptable risk to the safety and security of CAY and may terminate the Director's eligibility to serve as a Director.

Responsibilities of the Director

2. The Director will comply with the Director's Duties and Responsibilities as described in the Roles and Responsibilities Policy.

Duty of Diligence

3. The Director will:
 - a) Act prudently and in the best interests of CAY;
 - 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

4. The Director will:
 - a) Prioritize the interests of CAY over any other interest, including the Director's own personal interests;
 - b) Disclose any conflicts of interest per CAY's 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 CAY's Privacy Policy; and
 - e) Keep CAY's business private and not discuss certain matters with people outside of CAY.

Duty of Obedience

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

Expenses

6. CAY will reimburse the Director for any expenses in accordance with CAY's policies upon receipt of an expense claim and applicable receipts.

Termination

7. 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 CAY's bylaws; or
 - f) The Director's death.

Confidentiality

8. The Director will not, either during the period of his or her involvement as a Director or any time thereafter, disclose to any person or organization any Confidential Information acquired during his or her period of involvement as a Director with CAY, unless expressly authorized to do so.
9. The Director will comply with CAY's Confidentiality Policy.

Conflict of Interest

10. The Director will comply with CAY’s Conflict of Interest Policy and the Yukon Societies Act.

Proprietary Rights

11. 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 CAY, which will have the right to use, reproduce, or distribute such material and works, or any part thereof, for any purpose it wishes.

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

Interpretation

13. This Agreement will be interpreted in accordance with the laws of the Yukon Territory.

General

14. No failure or delay by CAY in enforcing any right or remedy in this Agreement will be construed as a waiver of any future exercise of such right or remedy.

15. 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.

16. This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties. Any amendments are enforceable only if in writing and signed by each of the parties.

17. 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.

18. The Director hereby agrees to abide by the terms and conditions outlined in this Agreement. To evidence his or her agreement, the Director has signed this Agreement.

Director’s Signature

Date

Director’s Name