Appendix XIII Policy Revision Form

Instructions:
The purpose of this form is to present proposed policy amendments or additions in an explicit and standard manner. Members of the Graduate Student Society of UBC Vancouver wishing to make policy amendments or additions for Council approval must use this form. Consultation with the Code and Policy Committee is strongly recommended to ensure that the language and style reflects that of the current policy manual. The Committee can be emailed at cpron@gss.ubc.ca. As per bylaw 13.1.4 and policy 1.2.1, notice of a proposed policy amendment or addition must be posted on the Society’s website and emailed to all Council members at least seven days prior to the motion at Council. For assistance with putting forms on the website, you may contact Communications and Marketing Director at communications@gss.ubc.ca.

Date: Aug 6, 2019
Submitted by: Katharine Sedivy-Haley, Chair of Code & Policy Committee

What type of change is this?
Amending an existing policy
Addition of a new policy
Removal of a policy

Original Policy #: Appendix II, IX, X, and XIII.

New Policy # (if applicable): same

Proposed Revised Policy:

Appendix II will be renamed from “Affadavit of Election” to “Declaration of Election” and the content replaced with the revised form, attached below.

Appendix IX “Confidentiality Agreement and Personal Information Protection Agreement” will have its content replaced with the Member and Employer versions of the forms, attached below.

Appendix X “GSS Legal waiver form” and Appendix XIII “Policy Revision Form” will have their content replaced with the respective revised forms, attached below.

Rationale Behind Proposed Changes:

For all forms, formatting changes improve readability and adopt GSS branding.

For the Confidentiality Agreement, it is appropriate to have a version referring to a GSS member and a version referring to an employee.
For the Affadavit/Declaration of Election, text was clarified by the Governance and Accountability Committee and reviewed by Code & Policy.

The Statement of Election now provides a clearer description of the election process, including uncontested election of departmental representatives and reference to separate elections policies for Councillors who are not Departmental Representatives (eg executives, senators, representatives to other university bodies).

Clarification has been made to the Statement of Office, including removal of out of date reference to the Society Act, which is replaced with reference to the GSS Bylaws.

The Information Collection section has been simplified, and now permits strictly fewer releases of Councillors’ personal information than the previous version of the form.
Declaration of Election
for Directors/Councillors of the GSS

Student Information

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<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Student Number</th>
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<th>Department</th>
<th>Department Address &amp; Postal Code</th>
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<th>Phone</th>
<th>E-mail</th>
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Home Address & Postal Code

Position(s) held (eg. Departmental Representative, AMS, Graduate & Postdoctoral Studies Representative, Senate)

Statement of Election:

Departmental Representatives:

I am currently registered in the UBC Faculty of Graduate and Postdoctoral Studies and/or an academic unit which is listed in the UBC Vancouver Academic Calendar and recognized by the Graduate Student Society (GSS) Council. Where there was an election: at least three days before the election, I notified eligible graduate student members enrolled in my department; and there were at least two of such other graduate student members of my department in attendance, two of whom have signed immediately below. Where I was uncontested and no election was held, the below Graduate Student Members of my department confirm that I made reasonable effort, pursuant to the extant GSS Bylaw, to give a 48 hours notice to the Graduate Student Members of my department of my intention to become their Representative to the GSS.

Non-Departmental Representatives (Executive Officers, Senators, Graduate and Postdoctoral Studies Representatives, AMS Representatives, etc):

I am elected according to the provisions of the extant GSS Bylaws.
In witness of the graduate student signees below:

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<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Signee Student Number</th>
<th>Signature</th>
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Statement of Office:

I, as a Director and Councillor of the GSS of UBC Vancouver, to the best of my ability, in accordance with the extant version of the GSS Bylaws, shall:

a) Act honestly and in good faith in the best interests of the Society as a whole;
b) Exercise the care of a reasonably prudent person;
c) Use the utmost care and discretion in the handling of confidential and privileged information, and not use such information for personal benefit or gain;
d) Not compromise the best interests of the GSS for direct or indirect personal gain, or for personal gain of another director or councillor;
e) Not disclose any information discussed in an in-camera portion of a meeting of Council without the authorization of Council;
f) Promptly and fully disclose any direct or indirect interest in a proposed contract or transaction of Council, and the nature and extent of the interest.
g) Attend Council meetings, with the understanding that if absent for three consecutive Council meetings without providing a proxy, my position may be declared vacant.

Signature

Date

Information Collection

The information on this form is being collected to facilitate communications between the GSS and its members. It will also be used for administrative purposes of the GSS Council (e.g. to keep a record of attendance at meetings).

All information provided will be kept confidential, with the exception that:

- Councillors’ emails may be included in the Council e-mail listserv. This list serve is password protected. Individual emails are not accessible through these postings but are shown as one group: councillors@gss.ubc.ca. Members of this list serve may post and receive messages related to GSS activities.
• Councillors' emails may also be provided to GSS Executive, chairpersons and staff strictly for the purposes of GSS-related activities and communications.
• Councillors' names and departmental addresses shall also, by law, be provided annually to the BC Registrar of Companies.

__________________________________________  _________________________________
Signature                                      Date

For GSS Office Use Only:

Seated at the: ________________________________  Council meeting
(Day/Month/Year)

Unseated at the: ________________________________  Council meeting
(Day/Month/Year)

To save paper and help support the GSS in its sustainability initiatives, please print this declaration double-sided.
GSS Member Confidentiality Agreement
Confidential Information and Proprietary Data

This Member confidentiality agreement is made between the Graduate Student Society of UBC - Vancouver (hereon referred to as the "GSS") and

________________________________________________________ (hereon referred to as the "Member"). (Please print name)

The Member agrees to the terms of this agreement:

1. The Member acknowledges that, in the course of volunteer or paid activities for the GSS, the Member has, and may in the future, come into the possession of certain confidential information belonging to the GSS including but not limited to plans, calculations, concepts, manuals, drawings, photographs, processes, specifications, instructions, research, reports, emails, survey results, identity and description of computerized records, membership and customer lists, supplier identity, marketing plans, financial information, business plans, costs, pricing information, and all other concepts or ideas involving or reasonably related to the operations or prospective business of GSS, or information received by the GSS as to which there is a bona fide obligation, contractual or otherwise, on GSS's part, not to disclose same.

2. The Member hereby covenants and agrees that he/she/they will at no time, during or after the term of volunteer or paid activities for the GSS, use for his/her/their own benefit or the benefit of others, or disclose or divulge to others, any such confidential information.

3. Upon termination of their formal involvement with the GSS, the Member will maintain the confidentiality of all documents related to the GSS in perpetuity if they are unable to destroy them, including, but not limited to, reports, manuals, drawings, diagrams, blueprints, correspondence, customer lists, computer programs, and all other materials and all copies of such materials, obtained by the Member during their term of volunteer or paid activities for the GSS.

4. Violation of this agreement by the Member will entitle the GSS to an injunction to prevent such competition or disclosure, and will entitle the GSS to other legal remedies, including attorney's fees and costs.
5. This agreement shall be governed by the laws of British Columbia.
6. If any part of this agreement is judged invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.

7. This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators and assignees. No person shall have a right or cause to cause of action arising out of or resulting from this agreement except those who are parties to it and their successors in interest.

8. This instrument, including any attached exhibits and addenda, constitutes the entire agreement of the parties. No representation or promises have been made except those that are set out in this agreement. This agreement may not be modified except in writing signed by all the parties concerned.

Member’s Name (printed)  Signature of Member  Date
GSS Member Confidentiality Agreement

Personal Information Protection

This Member confidentiality agreement is made between the Graduate Student Society of UBC - Vancouver (hereon referred to as the "GSS") and

________________________________________________________ (hereon referred to as the "Member").

(Please print name)

As a Member of the GSS, I understand that I have a legal obligation to protect personal information and other kinds of restricted information as defined in the Personal Information Protection Act of British Columbia. In accordance with the Protection of Privacy Act, I agree to protect from unauthorized uses and disclosures all restricted information, including personal information, to which I have access in the course of any of my paid or volunteer activities with GSS. I agree to use the personal information only for the purposes for which it was collected and purposes consistent with my paid or volunteer responsibilities. I agree that I will only disclose personal information as permitted by law. When I become aware of personal information that is lost, shared in an unauthorized way, or any other form of privacy breach I understand I am required to notify the GSS's General Manager immediately. I understand that discipline or sanctions, up to and including possible removal from the Society, may result if I access, collect, use, disclose, or dispose of personal information that contravenes legal obligations or the GSS's established policies and procedures. I understand that the obligations of this Agreement will survive the termination of my paid or volunteer activities at the GSS and that failure to keep confidential the personal information of individuals is grounds for appropriate disciplinary and/or legal action. By my signature I acknowledge that I have read and will abide by this agreement.

__________________________________________  ____________________________  ____________
Member's Name (printed)  Signature of Member  Date
GSS Employee Confidentiality Agreement
Confidential Information and Proprietary Data

This employee confidentiality agreement is made between the Graduate Student Society of UBC - Vancouver (hereon referred to as the "Employer") and:

________________________________________________________ (hereon referred to as the "Employee").
(Please print name)

The Employee agrees to the terms of this agreement:

1. The Employee acknowledges that, in the course of employment by the Employer, the Employee has, and may in the future, come into the possession of certain confidential information belonging to the Employer including but not limited to plans, calculations, concepts, manuals, drawings, photographs, processes, specifications, instructions, research, reports, emails, survey results, identity and description of computerized records, membership and customer lists, supplier identity, marketing plans, financial information, business plans, costs, pricing information, and all other concepts or ideas involving or reasonably related to the operations or prospective business of Employer, or information received by the Employer as to which there is a bona fide obligation, contractual or otherwise, on Employer's part, not to disclose same.

2. The Employee hereby covenants and agrees that he/she/they will at no time, during or after the term of employment, use for his/ her/their own benefit or the benefit of others, or disclose or divulge to others, any such confidential information.

3. Upon termination of employment, the Employee will maintain the confidentiality of all documents related to the GSS in perpetuity if they are unable to destroy them, including, but not limited to, reports, manuals, drawings, diagrams, blueprints, correspondence, customer lists, computer programs, and all other materials and all copies of such materials, obtained by the Employee during employment.

4. Violation of this agreement by the Employee will entitle the Employer to an injunction to prevent such competition or disclosure, and will entitle the Employer to other legal remedies, including attorney's fees and costs.

5. This agreement shall be governed by the laws of British Columbia.
6. If any part of this agreement is judged invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.

7. This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators and assignees. No person shall have a right or cause to cause of action arising out of or resulting from this agreement except those who are parties to it and their successors in interest.

8. This instrument, including any attached exhibits and addenda, constitutes the entire agreement of the parties. No representation or promises have been made except those that are set out in this agreement. This agreement may not be modified except in writing signed by all the parties concerned.

______________________________  ______________________________  ________________
Employee's Name (printed)       Signature of Employee          Date
GSS Employee Confidentiality Agreement

Personal Information Protection

This Member confidentiality agreement is made between the Graduate Student Society of UBC - Vancouver (hereon referred to as the "GSS") and

________________________________________________________ (hereon referred to as the "Member").
(Please print name)

As an employee of the Graduate Student Society of UBC Vancouver (GSS), I understand that I have a legal obligation to protect personal information and other kinds of restricted information as defined in the Personal Information Protection Act of British Columbia. In accordance with the Protection of Privacy Act, I agree to protect from unauthorized uses and disclosures all restricted information, including personal information, to which I have access in the course of my employment or volunteer activities with GSS. I agree to use the personal information only for the purposes for which it was collected and purposes consistent with my employment or volunteer responsibilities. I agree that I will only disclose personal information as permitted by law. When I become aware of personal information that is lost, shared in an unauthorized way, or any other form of privacy breach I understand I am required to notify the GSS's General Manager immediately. I understand that discipline or sanctions, up to and including dismissal, may result if I access, collect, use, disclose, or dispose of personal information that contravenes legal obligations or the GSS's established policies and procedures. I understand that the obligations of this Agreement will survive the termination of my employment or volunteer activities at the GSS and that failure to keep confidential the personal information of individuals is grounds for appropriate disciplinary and/or legal action. By my signature I acknowledge that I have read and will abide by this agreement.

________________________________________________________  __________________________________________________________  __________________________
Employee’s Name (printed)  Signature of Employee  Date
WARNING! BY SIGNING THIS LEGAL DOCUMENT YOU WILL BE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUDE.
- PLEASE READ CAREFULLY -

THIS DOCUMENT RELATES TO:

Trip/Event/Location: ________________________________
Date: _______________________________________________________________________________
Organization: ________________________________________________________________________

ASSUMPTION OF RISKS, WAIVER OF CLAIMS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

1. Assumption of Risks

I am aware that there are potential risks inherent in my participation in the event and/or trip, which is set out and which is referred to in the rest of this document as “The Event”.

I freely and voluntarily accept and fully assume all such risks, dangers and hazards associated with The Event and the possibility of personal injury, death, violence, property damage or loss during all the time of The Event, which may result from the travel arrangements, attendance and participation in The Event and any related activities.

2. Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of entitlement to participate in The Event referred to above, I hereby agree as follows:

(a) To waive any and all claims that I have or may have in the future against the University of British Columbia, the Graduate Student Society of UBC Vancouver, and their respective directors, officers, faculty, staff, volunteers, agents, trainees, employees, representatives, successors and assigns (all of whom are hereinafter collectively referred to as “the Releasees”) and to release the Releasees from any and all liability for any loss, damage, injury or expense that I may suffer, or that members of my family may suffer as a result of or arising out of any aspect of my participation in The Event due to any cause whatsoever, including negligence or breach of contract on the part of the Releasees with respect to any aspect of the organization, execution or operation of The Event, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to participation in The Event;
(b) To hold harmless and indemnify the Releasees from any and all liability for any loss, damage, injury or expense to any third party resulting from participation in The Event.

3. **Limited Exception**

I understand that, notwithstanding any other provision of this agreement, I shall not be prevented from making any claim against or commencing any legal action against the owner and/or operator of a motor vehicle which is validly insured by the Insurance Corporation of British Columbia against liability for the negligent operation of that motor vehicle, provided that:

(a) I understand that this limited exception is intended only to provide me with the possibility of recovery of monies potentially available via the Releasees by virtue of their entitlement to such automobile liability coverage;

(b) Any recovery which I might achieve pursuant to this exception shall not exceed the coverage limits of the material policy or policies of automobile liability insurance.

4. **General Provisions**

(a) This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity;

(b) This agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia;

(c) Any litigation involving the parties to this agreement shall be brought within the Province of British Columbia.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

___________________________________  ________________________________
Signature                                   Date

___________________________________  ________________________________
Name (Print)                                Witness

THIS AGREEMENT MUST BE SIGNED, DATED AND WITNESSED PRIOR TO THE PARTICIPANT BECOMING ENTITLED TO PARTICIPATE IN THE EVENT.
Policy Revision Form

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Date: ______________  Submitted by: __________________

<table>
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<tr>
<th>What type of change is this?</th>
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<tr>
<td>☐ Amending an existing policy</td>
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<tr>
<td>☐ Addition of a new policy</td>
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<tr>
<td>☐ Removal of a policy</td>
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<table>
<thead>
<tr>
<th>Original Policy #:</th>
<th>New Policy # (if applicable):</th>
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<tr>
<th>Proposed Revised Policy:</th>
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<tr>
<th>Rationale Behind Proposed Changes:</th>
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