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| **DOCUMENT TITLE** | Director appointment letter |
| **LAST UPDATED** | October 2022 |
| **PURPOSE** | This letter is intended to act as a template to communicate the expectations of the Director relative to their role on the board and obtain explicit commitment from the new director. |
| **HOW TO USE** | This template can be used as a standalone director appointment letter or in conjunction with a director commitment letter (also available in the viaSport Governance Toolkit). This letter should be provided upon appointment of the director. |
| **ADDITIONAL NOTES / CONSIDERATIONS**  Problems with performance at the board level often arise from a lack of clarity around what is expected of the Board as a whole and each individual board member. With sound board selection and appointment processes, including a well-defined job description, a comprehensive onboarding process, and a director appointment letter like the one below, expectations will be clear before a board member starts their term and works with the board. With these steps supporting good governance, the new board director will have the best chance of success during their term.  Anywhere you see **bold** writing, please customize those sections to the specificity of your organization.  Other supporting documents will be required to complete the process and are available with the viaSport Governance Toolkit.  This document does not constitute legal advice and should not be relied upon as such. Expert counsel is recommended if there are any issues requiring clarification. | |
| *Remove this table from the document before revising and issuing for your organization.* | |

# Same director appointment letter

Dear **<Insert Name Here>**,

We are pleased to confirm your appointment as a Board Director for **<Insert Sport Organization Name>**. This letter sets out the main terms of your appointment.

It is acknowledged that if this offer is accepted, this letter will form a contract for voluntary services and not an employment contract.

# Appointment

* 1. Your appointment as a board director is for an initial term of **<XXX>** year[s], from **<Insert Start Date YYYY-MM-DD>** until **<Insert End Date YYYY-MM-DD>**, unless terminated earlier by either party giving to the other party **<Insert desired notice period (e.g. one month)>** written notice.
  2. Your appointment is subject to the by-laws of the organization. Nothing in this letter is to be considered as excluding or modifying the terms of the by-laws as they apply to you as a Director. Your continued appointment as board director is contingent upon the election process as outlined in your organization’s bylaws.
  3. If the voting members do not re-elect you as a director or if you are removed from the board according to the by-laws, your appointment will end immediately.
  4. Typically, board directors are appointed for **one/two/three/four-year** periods. Any term extension is subject to Board approval and re-election at the Annual General Meeting. Notwithstanding any mutual expectation, there is no right to re-nomination by the Board, either annually or after any **two/three/four-year** period.
  5. You may be asked to serve on one or more of the board's committees. When you are appointed to a committee, you will be provided with the relevant terms of reference.
  6. Notwithstanding paragraphs 1.1–1.6, your appointment may be terminated with immediate effect if you:
     1. Commit a material breach of your letter's duties.
     2. Commit any substantial or repeated breach or non-observance of the organization's requirements (including breach of policy, code of conduct, safe sport commitment, or any other statutory, fiduciary or legal requirement).
     3. Are guilty of any fraud or dishonesty, or have acted in a way that, in the reasonable judgement of the organization, brings or is likely to bring you or the organization into disrepute, or is materially detrimental to the organization's interests.
     4. Are convicted of any arrestable criminal offence (other than a traffic offence under the Motor Vehicle Act Regulations of B.C. or elsewhere for which a fine or non-custodial penalty is imposed).
     5. You've been declared bankrupt.
     6. Are ineligible to serve as a director.
  7. On termination of your appointment, you shall at the request of the organization resign from your role as a board director of the organization.
  8. If issues emerge that cause you concern over your position, you should discuss them with the **President/Chair** or the **Vice President**. If you have issues that cannot be resolved and you decide to quit for that or another reason, you must submit a resignation letter to **President/Chair** or the **Vice President** for distribution to the Board.

## Time commitment

## After the induction period, you will be expected to spend at least **<number of days>** every **<month/year>** on organizational business, including:

* + - Board meetings
    - Board retreats or professional development
    - Annual General Meeting
    - Attendance at competitions or other organization events
    - Committee meetings, as assigned
    - Meetings with stakeholders / members
    - Board evaluation process
    - other, as defined by the board

It is expected that you will attend the meetings and events listed above unless urgent and unavoidable circumstances prevent you from doing so.

* 1. The nature of the role makes it impossible to specify the maximum time commitment (in terms of hours per week/month/year). There is always the possibility of additional time commitment in terms of due diligence and preparation for any particular meeting and ad hoc matter that may arise, especially during periods of increased activity within the organization. Occasionally, it may be necessary to have extra Board, committee, or member meetings.
  2. The average time commitment given in section 2.1 will increase if you are assigned to a committee.
  3. By accepting this position, you affirm that, notwithstanding any other obligations you may have, you can and will devote adequate time to your Board Director responsibilities.

## Duties

## You will be expected to discharge your duties, whether statutory, fiduciary, or common law, in a manner that is commensurate with the tasks of your position and your knowledge, abilities, and experience.

## You will exercise your powers as a director in accordance with any relevant laws and regulations, including the B.C. Societies Act [SBC 2015] and any applicable sport governance codes.

## You will have regard to the general duties of Directors as set out in Part 5, Division 3, Section 53 of the B.C. Societies Act [SBC 2015], including the duty to act with a view to the purposes of the society:

‘A director of a society must, when exercising the powers and performing the functions of a director of the society,

(a) act honestly and in good faith with a view to the best interests of the society,

(b) exercise the care, diligence, and skill that a reasonably prudent individual would exercise in comparable circumstances,

(c) act in accordance with this Act and the regulations, and

(d) subject to paragraphs (a) to (c), act in accordance with the by-laws of the society.’

## You will have regard for the Canadian Sport Governance Code in respect of the role of the board and the role of director, as well as to the requirements laid out in any other applicable governance codes.

As a director you will be required to:

* Challenge and aid in the creation of the organization’s vision and supporting strategic plan in a constructive manner.
* Examine the performance of the organization and its leadership in reaching agreed-upon goals and objectives, as well as the performance reporting.
* Confirm that financial information for the organization is accurate and that financial controls and risk management systems are robust and defensible.
* Determine the appropriate levels of compensation, rewards and recognition for the Executive Director and play a key role in appointing, terminating, and planning the succession of the Executive Director (if applicable).
* Invest time in expanding and updating your knowledge and abilities.
* Support the President/Chair and other Directors in creating a strong culture, attitudes, and behaviours in the Boardroom and beyond by upholding high standards of honesty, integrity, and respect.
* Insist on receiving high-quality information in sufficient time before Board meetings.
* Consider the opinions of members and other stakeholders when applicable.

## You will be obliged to exercise relevant powers and adhere to the by-laws of the organization.

## You will be required to exercise your directorship based on the organization's policies and procedures.

## You will disclose any direct or indirect conflict of interest you may have in any matter being discussed at a board meeting or committee meeting, and you will not vote on any resolution of the board or of one of its committees on any matter in which you have a direct or indirect interest, unless permitted by the by-laws.

## You will immediately report to the President/Chair your own misconduct or the wrongdoing or proposed wrongdoing of any employee or Director that comes to your attention.

## You will not enter into any legal or other obligation or contract on behalf of the organization unless specifically authorized by the Board to do so.

## Renumeration and expenses

## There is no renumeration for this role. Being a Board Director of this organization is voluntary.

## The organization will reimburse you for all reasonable and properly documented business expenses incurred in the performance of your activities as a board director. The procedure and additional instructions for expense claims are outlined in **<insert name of organization’s expense policy>**.

## Upon completion of your tenure or termination of the appointment, you shall only be entitled to reimbursement in the normal way of any expenses properly incurred prior to that date.

## Independence and conflict of interest

## You are required to disclose any significant commitments outside of this role to the board. You must also notify the **President/Chair** of any modifications to these commitments. Before taking additional commitments that could result in a conflict of interest, a conflict with your duties to the organization, or a reduction in the amount of time you can dedicate to your work at the organization, the Board's approval may be required.

## It is understood and acknowledged that you have commercial interests apart from those of the organization and that you have disclosed any apparent conflicts of interest. If you become aware of any further potential or actual conflicts of interest, they must be revealed to the President/Chair and the organization's Secretary as soon as they become evident, and the board's approval may be required.

## Confidentiality

## You acknowledge that all information acquired during your appointment is confidential to the organization and should not be released, communicated, or disclosed to third parties either during your appointment or following termination (by whatever means) without the **President's/Chair's** prior approval and written consent.

## This restriction shall cease to apply to any confidential information which may (other than by reason of your breach) become available to the public generally.

## You acknowledge the need to securely store and safeguard organizational information (in whatever format you receive it), and in accordance with B.C.’s Freedom of Information and Protection of Privacy Act [RSBC 1996] and the Personal Protection Information Act (PIPA).

## Onboarding

## The organization will initiate a comprehensive board onboarding process immediately following appointment. You will be required to make yourself available for at least **<XX days/hours>** for this purpose. The organization's **secretary** will provide further information.

## Review process

## Annually, the performance of individual directors, the board as a whole, and its committees are evaluated. Additional information will be provided as part of the onboarding process.

## Professional development and training

## Periodically, and in addition to the annual evaluation process, we will make arrangements for you to develop and refresh your skills and knowledge in areas that we jointly identify as likely to be essential or beneficial to your effective performance of your board and committee tasks. You should make every effort to participate in any appropriate development and training activities organized for the board.

## Insurance and indemnity

## The organization maintains directors' and officers' liability insurance (D&O) and intends to keep it in effect for the duration of your appointment. You have been notified of the current indemnification limit, which the board periodically revises. The organization's secretary can provide a copy of the policy and more information on the coverage.

## Independent professional advice

## There may be times when it is appropriate for you to seek advice from advisors at the expense of the organization. The **secretary** of the organization will provide a copy of the board's agreed-upon mechanism by which directors may procure and seek independent advice. The organization will compensate you, in accordance with its policy, for any reasonable expenses you incur.

## Change to personal details

## You must promptly notify the board’s secretary of any changes to your address or other personal contact information.

## Return of property

## Upon termination of your appointment with the organization (regardless of the reason), you shall return all documents, records, papers, and other organization property in your possession or under your control that relate in any way to the organization's affairs, and you shall not retain copies thereof.

## Data protection

## By signing this letter, you consent to the organization holding and processing information about you for legal, personnel, administrative and management purposes and any sensitive personal data as defined in B.C.’s Personal Protection Information Act (PIPA).

## You consent to the transfer of such personal information for administration purposes and other purposes in connection with your appointment, where it is necessary or desirable for the organization to do so.

## You will comply at all times with the organization’s data protection policy, a copy of which will be provided to you.

## Law

## Your appointment with the organization is governed by and shall be interpreted in accordance with the laws of British Columbia and is subject to the jurisdiction of the British Columbia courts.

## This letter contains the entire terms and conditions of your appointment, and any waiver or modification must be made in writing and signed by all parties.

If you are willing to accept these terms of appointment, please sign and submit the enclosed copy of this letter to me to confirm your acceptance.

Yours sincerely,

Date: **<YYYY-MM-DD>**



I confirm and agree to the terms of my appointment as a Director of [name of organization] as set out in this letter.

Date: **<YYYY-MM-DD>**

