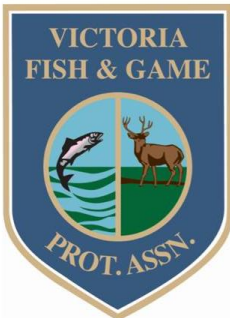


VICTORIA FISH & GAME PROTECTIVE ASSOCIATION		
FiGSOPP #	025	
Title:	Director Guidance & Non-Disclosure Agreement	
Board Ratified:	14 October 2025	
Responsible:	VP Member Services	



References:

- A. BC Societies Act
- B. VFGPA Constitution and Bylaws
- C. Canadian Income Tax Act
- D. Black's Law Dictionary
- E. VFGPA FiGSOPP #104
- F. University of Waterloo School of Accounting and Finance
(see link at end)
- G. Tory's LLP Guide to Director's Duties in Canada
(see link at end)

Definitions

- a. **Director** – in relation to the Victoria Fish & Game Protective Association (VFGPA), means an individual who has been designated, elected or appointed, as the case may be, in accordance with Ref. A - section 42 [*designation, election and appointment of directors*], as a member of the board of directors of the society, **regardless of the title** by which the individual is called;
- b. **Fiduciary** – Ref. D – someone (VFGPA Director) who is required to act for the benefit of another person or entity (in this case VFGPA) on all matters within the scope of their relationship; The Director owes duties of good faith, loyalty, due care and disclosure. This person holds a legal and ethical relationship of trust with another party. The word fiduciary comes from the latin word fiducia, which means “trust”; and

- c. **Property** – any real or personal property, including chattel and movable property, data, information, financial instruments and fixtures in the possession, control, or ownership (equitable or legal) of VFGPA, or to which VFGPA may have colour of right.

Scope

1. This FIGSOPP outlines the legal duties of Victoria Fish & Game Protective Association (VFGPA) directors.

Mission

2. The purposes of VFGPA are codified in our Constitution. From the stated purposes of VFGPA, our mission is:

“To provide facilities for, and to promote, safe competitive sport, and recreational shooting, fishing, and hunting, while supporting the conservation of British Columbia’s natural resources as part of our Canadian heritage.”

VFGPA Management

3. VFGPA is a non-profit organisation constituted under the BC *Societies Act*, SBC 2015, c. 18. The Constitution and Bylaws of VFGPA (Ref B), consistent with s.42 of the *Societies Act*, provide for a Board of Directors to manage the affairs of club. VFGPA’s Board of Directors consists of an Executive component of Association Officers and a plenary component consisting of Discipline Directors and Directors at Large. The Executive component is elected annually at an AGM. The plenary component is also renewed on an annual basis through a limited number of appointments, AGM elections and as individual VFGPA Disciplines require.

4. The Executive component of the Board of Directors consists of the following officers:

- a. President;
- b. Past-President;
- c. Vice-President of Operations;
- d. Vice-President of Sports and Innovation;
- e. Vice-President of Member Services;
- f. Treasurer; and
- g. Secretary.

5. The Board of Director plenary component currently includes the following Discipline Directors:

- a. .22 Silhouette;
- b. Airsoft;
- c. Archery;
- d. Black Powder;
- e. Frontier Shootists (Cowboy Action);
- f. Police Pistol Competition (PPC);
- g. South Island Action Shooters (SIAS);
- h. Skeet;
- i. Sporting Clays / 5-Stand;
- j. Trap;
- k. Competitive Bullseye; and
- l. Outdoor Precision Rimfire Series.

6. The Board of Director plenary component also currently includes the following Group Representatives and Directors at Large:

- a. Victoria Women Shooters Group;
- b. Access;
- c. BC Wildlife Federation, Region 1;
- d. Compliance;
- e. Continuity;
- f. Fishing and Big Game;
- g. Juniors Program;
- h. Risk Management;
- i. Youth Groups and School Engagement;
- j. Webmaster; and
- k. Ranger.

VFGPA Is a Non-Profit Organization (NPO)

7. The Income Tax Act defines a non-profit organization (NPO), as follows:

"[A] club, society or association that, in the opinion of the Minister, was not a charity within the meaning assigned by subsection 149.1(1) and that was organized and operated exclusively for social welfare, civic improvement, pleasure or recreation or for any other purpose except profit, **no part of the income of which was payable to, or was otherwise available for the personal**

benefit of, any proprietor, member or shareholder thereof..." (Income Tax Act, Paragraph 149(1)(l)).

8. As a Non-Profit Organization, VFGPA has members, not shareholders. Since the Income Tax Act does not require registration of NPOs, an NPO is responsible to self-assess its status. This is reason for FIGSOPP 104, in particular paragraph 5.

9. As a Non-Profit Organization, VFGPA:

- a. is permitted to earn money but its activities cannot be conducted for the sole purpose of making a profit. All income generating activities must be in support of the stated mission;
- b. cannot distribute profits to individuals. All income must be used to support the mission;
- c. may receive income from a variety of sources, including:
 - i. donations;
 - ii. membership dues;
 - iii. sale of goods such as target materials & VFGPA merchandise;
 - iv. sale of entry fees for events and competitions;
 - v. sale of services such as instructional courses; and
 - vi. rental of facilities.
- d. is not normally required to pay income tax provided its income generating activities do not stray outside the mission; and
- e. does pay municipal tax, but at a reduced rate.

Political Activity

10. The Canada Income Tax Act, Paragraph 149.1(6.2) states: "For the purposes of the definition *charitable organization* in subsection (1), an organization that devotes any part of its resources to the direct or indirect support of, or opposition to, any political party or candidate for public office shall not be considered to be constituted and operated exclusively for charitable purposes." Section 10.1 of the same Paragraph states "Charitable organizations may Subject to subsections (6.1) and (6.2), public policy dialogue and development activities carried on by an organization, corporation or trust in support of its stated purposes shall be considered to be carried on in furtherance of those purposes and not for any other purpose."

11. VFGPA is not a charitable organization, but it does operate as a non-profit organization (NPO). There is no limit on the political activity of NPOs.

12. It is therefore the policy of VFGPA that the club may, with approval of the Board of Directors, engage in public policy advocacy and dialogue, and support or oppose political candidates.

General Duties of a Director

13. A director in any capacity is a fiduciary. As a director, you have eight general duties:

- a. **Duty to Protect Our People:** in everything, provide for the safety, security and welfare of our members, employees and persons present at our facilities. This includes the responsibility A: to clearly communicate instructions and risks associated with tasks to the persons assigned those tasks, and B: to be satisfied that the persons assigned tasks are capable of safely performing the tasks assigned;
- b. **Duty to Protect the Environment:** VFGPA is one of the largest environmental Non-Governmental Organizations (NGOs) in British Columbia. As a VFGPA Director, you are expected to be a steward of our natural environment;
- c. **Duty of Loyalty: Act only in the best interest of VFGPA.** Section 53 of the *Societies Act* requires directors to act “honestly and in good faith” and “with a view to the purposes of the society.” Every director has legal and moral duties to act only in the best interest of the society, and to excuse himself from acting where his own personal interest may come into conflict with that of the society (Ref F). This applies to every action of a director, including the handling of VFGPA money and property.
- d. **Duty of Care: Manage VFGPA money and property carefully.** Conduct all financial transactions scrupulously to protect VFGPA funds and property in your control. Inform yourself in order to make educated decisions in your conduct of VFGPA business. This includes learning applicable VFGPA policies, participating in the VFGPA budgetary planning process, and keeping good records of all transactions.
- e. **Duty of Good Faith** – As a director, you must always act honestly, within the law, to advance the interests of the VFGPA. Self dealing or otherwise acting in a conflict of interest constitutes a breach of your fiduciary duty, called a breach of trust.
- f. **Duty of Confidentiality** - A director must keep confidential all information of VFGPA that is not in the public domain. The exception is where there is express or implied consent of VFGPA to disclose. No information of VFGPA may be used to unfairly advantage any party. This applies generally, and to VFGPA’s finances

and membership database. The duty of confidentiality continues and does not expire with a director's term. VP Operations will ensure all directors sign the Non-Disclosure Agreement (NDA) attached as Annex A to this FIGSOPP;

- g. **Duty of Disclosure:** A director has a duty to be forthright and transparent in everything. A director must disclose to the president any information that may affect the director's ability to discharge the director's duties. E.g. a conflict of interest.
- h. **Duty of Prudence:** A director is obliged to act reasonably and with due caution and awareness of risk.

Penalties at Law for Breach of Director's Fiduciary Duty

14. A director acting in accordance with the rules and interests of the society is protected from personal liability for any loss the society may suffer.

15. A director who fails to act in the interests of the society or acts to prejudice the society is in breach of the director's fiduciary duty. This director may be liable to civil and criminal penalties.

16. **Civil Penalties:** for acting outside the interests of the society, or without authorization, or acting in a conflict of interest (e.g. self-dealing, or fraudulent preference), a director may lose the protection of the society. In such cases a director may be personally liable for any damage or loss to the society or to any third party that may result from the director's actions. This may include a civil judgment in negligence or tort, and a costs award.

17. **Criminal Penalties:** Section 336 of the *Criminal Code of Canada*: Every one who, being a trustee of anything for the use or benefit, whether in whole or in part, of another person, or for a public or charitable purpose, converts, with intent to defraud and in contravention of his trust, that thing or any part of it to a use that is not authorized by the trust is guilty of an indictable offence and liable to imprisonment for a term not exceeding fourteen years.

Roles of a Board of Directors

18. The Board of Directors has three primary roles:
- a. to make policy;
 - b. to make significant and strategic decisions; and
 - c. to oversee the organization's activities.

Responsibilities of the VFGPA Executive

19. The function of the VFGPA Executive are outlined in Part 6 of the Bylaws (paras 83-99). In summary, the Executive is responsible to the membership through the Board of Directors to pursue VFGPA's mission through:

- a. oversight of the daily operation of our ranges, assisted by range staff;
- b. conduct of day-to-day business activities;
- c. administration and financial activities;
- d. maintenance of range facilities;
- e. organizational and strategic planning and assisting Disciplines as required for event planning;
- f. scheduling, organizing and leading meetings of the executive, board and members, and general meetings;
- g. establishing and providing representation in special committees as required to progress VFGPA issues;
- h. communicating with outside authorities and media as required;
- i. management of member database;
- j. scheduling of VFGPA facilities, courses and events;
- j. drafting and maintaining VFGPA policies. Policies may only be promulgated by the Board of Directors; and,
- k. such other tasks as may be determined by the Board of Directors.

Responsibilities of VFGPA Board of Directors

20. VFGPA directors are responsible to:

- a. **Understand the Mission of VFGPA:** be fully conversant in the purpose of VFGPA set out in the Constitution and in the mission statement in paragraph 2 above. This understanding of our core purposes must figure into all that we do.
- b. **Support the Executive:** All VFGPA Directors, including the Executive responsible for day-to-day planning and administration, are volunteers. The executive depends on the support of directors and staff to:
 - i. actively and regularly participate in and contribute to board meetings and committees. Directors are responsible to attend meetings so quorum is achieved and VFGPA business can progress;
 - ii. provide constructive and regular feedback to the Executive;

- iii. inform the Executive of relevant activity and potential problems; and
 - iv. invite members of the Executive to attend events so membership and Executive have the opportunity to meet to discuss concerns and constructive ideas.
- c. **Ensure Effective Organizational Planning:** VFGPA is a volunteer organization without a dedicated planning staff. All directors are expected to participate in planning of VFGPA events and strategy, to ensure “buy in” to plans, to meet our mission. Critical thinking, pertinent questions and careful consideration are necessary.
- d. **Manage Resources Effectively:** the Board must ensure that VFGPA has the resources to meet our stated mission. All directors must maintain a long-term vision, particularly Discipline Directors, to ensure our facilities keep pace as disciplines evolve. This making allowance for regular maintenance of equipment and structures and life-cycle management of items such as target equipment. Directors are also responsible to participate in the VFGPA budget cycle process. Paragraph 6 of FIGSOPP 104 explains this process;
- e. **Manage VFGPAs Schedule, Programs and Services:** The designated VFGPA scheduler requires input from all directors in order to maintain a coherent plan to efficiently allocate facility resources. Discipline Directors must plan one year in advance so activity plans can be included in annual budget submissions;
- f. **Present a Positive Public Image for VFGPA:** VFGPA must have an effective, proactive public relations plan to answer inquiries from members and from community members:
 - i. The President is one of the more experienced and articulate members of the Board and is the designated spokesperson for VFGPA. The spokesperson may also be situational, in the absence of the President or where different expertise is called for. The President or Board may delegate to an appropriate speaker;
 - ii. No other director or for that matter, no member, may represent himself as speaking for the Board or VFGPA to any outside authority, agency or media representative without prior clearance by the Board;
 - iii. No other Director or other member may invite politicians, public authorities (including law enforcement) or media representatives to any activity conducted by VFGPA or on VFGPA property without Board approval; and

- iv. Responses to inquiries or interviews by those authorized by the Board should always consider our achievements, contributions to the community, support to youth, our commitment to safe and responsible shooting sports and our stewardship of the environment.
- g. **Consultation:** The effective functioning of VFGPA requires internal consultation where-ever it can reasonably be accommodated. The Executive will consult with the Board of Directors and with the membership where circumstances reasonably allow, where the by-laws, rules and procedures of VFGPA require it, and where significant interests of members of the organisation are likely to be affected. Discipline directors shall consult with the Executive and the Board of Directors on any matter of significance that is likely to affect VFGPA or the significant interests of members of VFGPA. Discipline Directors must also consult those members associated with their discipline when making decisions for that discipline;
- h. **Dispute Resolution:** Applicable legislation, VFGPA Constitution, Bylaws, and FIGSOPPs will be the first point of reference for disputes and disagreements that may arise within VFGPA. It is normally expected that disputes be resolved at the lowest practical level before being referred to the Executive; and
- i. **Periodic Review:** On a bi-annual basis the Board shall conduct a review of the effectiveness of VFGPA's organization with reference to planning, execution, revenue, accounting, procedural effectiveness, and such other factors as the Board shall deem appropriate.

Trustees

21. All former Presidents and Vice-Presidents who are still members in good standing constitute a board of trustees according to paragraph 120 of VFGPA bylaws, to be chaired by the immediate past-president. The board of trustees is convened in the discretion of the chair, to act as an advisory body to the Board of Directors. The Board of Directors shall include members of the board of trustees in the business of VFGPA for informal consultations generally and in the work of committees. Except for the immediate past-president, trustees do not have a vote on the Board but may vote on any committee they may be called to.

Responsibility

22. Maintenance of this FIGSOPP is the responsibility of the Vice-President of Member Services (VP-MS). Suggestions for amendments to this FIGSOPP are to be submitted in writing

to VP-MS. VP-MS is authorized to make minor amendments, or amendments to conform to changes in law or regulation. Any substantive amendments must be approved by the Board of Directors prior to promulgation. The VP-MS shall review this FIGSOPP at least once annually.

Links

Not-for-Profits, Income & Taxes - University of Waterloo School of Accounting & Finance:

<https://uwaterloo.ca/school-of-accounting-and-finance/catalogs/non-profit-organization-consulting-npoc-articles/tax-differences-not-profit-organization-npo-vs-charity#:~:text=Tax%20Exempt%20Status,property%20income%20and%20capital%20ga,ins>

Guide for Director's Duties in Canada (PDF):

<https://www.torys.com/-/media/project/zenith-tenant/zenith-site/pdf/business-law-guides/directors-duties-in-canada-2023.pdf#:~:text=Under%20Canadian%20corporate%20statutes%2C%20directors,day%20management%20of%20the%20corporation>

ANNEX A to FIGSOPP 025

DIRECTOR

Non-Disclosure Agreement (NDA) - Victoria Fish & Game Protective Association (VFGPA)

1. The Parties - This Non-Disclosure Agreement (the "Agreement") is entered into by and between the Victoria Fish & Game Protective Association ("Disclosing Party") with its principal offices at 700 Holker Place, Malahat BC, and _____ ("Receiving Party"), who has voluntarily accepted election or appointment to the VFGPA Board of Directors collectively referred to as the "parties" for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure by one or each (the "Disclosing Party") to the other (the "Receiving Party") of certain proprietary and confidential information (the "Confidential Information").

2. Definition of Confidential Information - For purposes of this Agreement, "Confidential Information" shall include any VFGPA information not in the public domain, including member personal information and records. This includes but is not limited to email addresses, physical addresses, mailing addresses, phone numbers, material (such as firearms and ammunition), data, or know-how, including trade secrets and proprietary information held by VFGPA, that is not generally known to the public and that is disclosed to be or appears to a reasonable person to be proprietary or confidential. If Confidential Information is in written form, Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, Disclosing Party shall promptly provide notice in writing indicating that such oral communication constituted Confidential Information.

3. Exclusions from Confidential Information - Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of Receiving Party; (b) discovered or created by Receiving Party before disclosure by Disclosing Party; (c) learned by Receiving Party through legitimate means other than from Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval; or (e) is disclosed as required by law or ordered by a court, administrative agency, or other governmental body.

4. Obligations of Receiving Party - Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Upon departure of the Receiving Party from the VFGPA Board of Directors or upon written request by Disclosing Party, Receiving Party shall immediately return to Disclosing Party any and all

(digital or otherwise) records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information. Once Confidential VFGPA digital information has been returned to VFGPA, the Receiving Party is required to delete or otherwise destroy all source data still held by the Receiving Party.

5. Rights in Confidential Information - Disclosing Party shall hold and maintain all rights, title, and interest in and to any Confidential Information. This Agreement and the disclosure of any Confidential Information by Disclosing Party to Receiving Party shall not be construed as granting Receiving Party any rights, title, or interest in the Confidential Information, including any rights in copyright, trademark, patent, or any other intellectual property right.

6. Term - The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as protected or confidential or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement and all obligations thereunder, whichever occurs first.

7. Entire Agreement - This is the whole Agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

8. Amendments - This Agreement may not be amended except in a written agreement signed by both parties.

9. Waiver - The failure by either party to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

10. Governing Law - This Agreement will be governed the laws of the Province of British Columbia.

11. Severability - If a court should determine that any provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. Signatures - This Agreement is binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

Disclosing Party (VFGPA)

Receiving Party (Director)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____