



Section 7.0  
DL – By Laws

**Director Appointments**

All partners, members and regional tourism associations (which original tourism associations shall be in Labrador and whose eligibility to appoint a director shall be determined by the Board), shall have the right to nominate directors to the Board provided the directors recognize and deem the partners, members and regional tourism association to be validly constituted. Each region will be represented by a minimum of two directors;

**Qualification**

No person or organization shall be qualified to be or appoint a director if:

- he or she, as the case may be, is less than nineteen years of age
- he or she is of unsound mind and has been so found by a court in Canada or elsewhere;
- he or she is not an individual; or
- he or she has the status of a bankrupt

A director must be a "stakeholder" of an organization or business in good standing with the Tourism Destination Management System (TDMS) (the Newfoundland and Labrador Tourism Operator Portal). "Stakeholder" means government agencies, businesses, organizations, members and partners operating in Labrador with a vested interest in the Mission and Goals of the Company (Destination Labrador Inc.).

**Election and Term of Office**

The directors shall be appointed at the Annual Meeting of members of the Company.

The term of office for each director shall be two years.

Retiring directors are eligible for reappointment or re-election.

## Director Nomination Form

### Nominee

I hereby nominate \_\_\_\_\_ from the region of: (select one)

- |   |  |
|---|--|
| <input type="checkbox"/> Western Labrador | <input type="checkbox"/> Northern Labrador             |
| <input type="checkbox"/> Central Labrador | <input type="checkbox"/> Southern Labrador and Straits |

This candidate is also letting their name stand to run for the Officer position of:  
(Select one or more)

- |                                    |                                     |
|------------------------------------|-------------------------------------|
| <input type="checkbox"/> Chair     | <input type="checkbox"/> Vice-Chair |
| <input type="checkbox"/> Secretary | <input type="checkbox"/> Treasurer  |

**Rationale for this nomination:** (Please provide name of main business/employer, job title, place of residence, tourism industry experiences and/or volunteer experiences)

### Nominator

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Nominator must confirm acceptance by nominee in advance of submitting nomination form with their signature below.

I, \_\_\_\_\_, hereby accept this nomination.  
(Print nominee name here)

Nominee Signature: \_\_\_\_\_

Nominee Contact:

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Please submit your nomination form to: Randy Letto, [randy@destinationlabrador.com](mailto:randy@destinationlabrador.com)

## 5.1 Role of the Executive Director

The following are the key duties and responsibilities of the executive director.

- Administers the day to day operations of the organization.
- Implements policies and programs.
- Supervises staff.
- Provides support to board and committees.
- Strategic planning.
- Sets specific goals and outcomes under the general direction of the board of directors.
- Identifies resources needed to achieve goals.
- Communicates with key stakeholders.
- Assesses potential impacts of programs and activities and advises board.
- Facilitates evaluations of programs and services.
- Financial management
- Provides regular reports, updates, and workplans to the board.
- Maintains positive image of the organization in the community at large.
- Networks and builds relationships with key stakeholders and partners.
- Public relations.
- Provides professional advice to the board as required.
- Attends all board meetings.

## 5.2 Role of Board Members

Perhaps the most common complaint of executive directors concerning boards is either that they provide too much direction by interfering in the day to day operations or they provide too little direction and the executive director is left with an unclear mandate. Notwithstanding the fact that the executive director, as a professional, should seek this clarification before even assuming the job; it is incumbent on the board to outline its role and responsibilities.

The board has the ultimate responsibility for the organization. When recruiting board members, it is good practice to consider the skills of these members and what they can bring to the board.

The following are the key duties and responsibilities of the board members.

- Establish policy.
- Provide general guidance to the executive director while recognizing the executive director's management function and authority.
- Delegate the management and administrative details to the executive director.
- Consult with the executive director on programs and activities.
- Hold the executive director accountable for the performance of the organization.
- Provide performance appraisals.

- As required, serve as officers of the board.
- Serve on committees and working groups.
- Attend board meetings and contribute to the discussions.
- Report back to partner organizations as required
- Uphold the image of the organization in the community at large.
- Assign duties and responsibilities to the executive director through the chairperson.

### **5.3 Role of Committees/Partnership Working Groups**

Committees and working groups can also include non-board members and are an excellent vehicle for bringing expertise, as well as support to the organization. Committees and partnership working groups should be chaired by board members or, at the very least, have an established system for reporting to the board. It is essential that the committees understand that they operate under the authority of the board and report to the board. They are not decision-making bodies in themselves.

Except for the standing committees of the board, committees and partnership work groups usually have an established task and timeline.

Annual work plans should be prepared by the executive director and submitted to the board for approval. These work plans should guide the executive director's work and priority activities and should be reviewed and updated at every board meeting.

## **6.0 Confidentiality**

Whereas the board member has access to information respecting financial, planning and other operational data that disclose internally sensitive information for DLI and whereas DL provides to the board member the confidential information for the sole purposes of being informed of DLI activities and contributing to informed decisions, and whereas the board member must agree that (s)he will restrict his/hers use of the confidential information as outlined in the Confidentiality Agreement and agrees to execute and confirm the same, that in consideration of the foregoing and of the furnishing of the confidential information by DLI to the Board Member, and intending the board member to be legally bound, the board member agrees to the provisions in the Confidentiality Agreement (attached).

## CONFIDENTIALITY AGREEMENT

**THIS AGREEMENT** made at the Town of Happy Valley – Goose Bay, in the Province of Newfoundland and Labrador, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

( \_\_\_\_\_ )

(hereinafter called the "**Board Member**")  
**of the one part**

**AND:**

**DESTINATION LABRADOR INC.**, a body  
corporate, duly incorporated and existing under the laws of the  
Province of Newfoundland and Labrador  
(hereinafter called the "**DLI**")  
**of the other part**

**WHEREAS** the Board Member has access to information respecting Financial, Planning and other Operational data that disclose internally sensitive information for DLI (hereinafter referred to as the "**Confidential Information**");

**AND WHEREAS** DLI provides to the Board Member the Confidential Information for the sole purposes of being informed of DLI activities and contributing to informed decisions;

**AND WHEREAS** the Board Member has agreed that (s)he will restrict his/hers use of the Confidential Information as per this Agreement and has agreed to execute the within Confidentiality Agreement to confirm same;

**NOW THEREFORE WITNESSETH** that in consideration of the foregoing and of the furnishing of the Confidential Information by DLI to the Board Member, and intending the Board Member to be legally bound, the Board Member agrees as follows:

1. The Board Member agrees that (s)he shall receive, protect and maintain the Confidential Information in the strictest confidence and that (s)he will not use the Confidential Information for any purpose other than to participate in the good management of DLI and will not disclose the Confidential Information to any other party.
2. The Board Member shall safeguard the Confidential Information and acknowledges and confirms that the release, publication or dissemination of any Confidential Information could be harmful to DLI and may result in a claim for damages by DLI or any other entity as against the Board Member.
3. The Board Member agrees that upon written request by DLI (s)he will promptly return all Confidential Information and any and all copies thereof that is in or on any medium including, without limitation, written, printed, photographic, electronic or magnetic tape form, in the possession of the Board Member to DLI and shall make no further use of the Confidential Information.

4. The Board Member acknowledges that disclosure of Confidential Information or any violations of this Agreement may cause significant, immediate and irreparable harm and damage to DLI and that monetary relief may not be adequate to compensate DLI. Consequently, DLI shall have the right to seek injunctive relief from the Board Member in the event of any breach of this Confidentiality Agreement by the Board Member, in addition to monetary relief and any other remedy set forth in this Agreement or available at law or in equity. DLI shall be entitled to reasonable legal fees and court costs in any action to enforce the provisions of this Agreement. The Board Member also indemnifies and saves harmless DLI for any claims for damages or monetary losses as a result of a breach of this Agreement by the Board Member that may result in a claim by a third party.
5. This Agreement shall be binding upon the Board Member and his/hers successors and permitted assigns and shall endure to the benefit of DLI and its successors and assigns.
6. This Agreement shall not be assigned by the Board Member in whole or in part without the express written consent of DLI, which consent may be withheld for any reason.
7. The Board Member shall, without further consideration, at all times and from time to time hereafter do such further acts and execute and deliver such further documents as may be reasonably necessary or desirable to give full effect to the provisions of this Agreement.
8. The parties agree that this Agreement shall be construed in accordance with the laws of the Province of Newfoundland and Labrador and that all proceedings hereunder shall be litigated before courts located in the Province of Newfoundland and Labrador.

**IN WITNESS WHEREOF** the parties have caused these presents to be executed in accordance with its regulations the day and year first before written.

**SIGNED, SEALED AND DELIVERED**

by the Executive Director, in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board Member

**SIGNED, SEALED AND DELIVERED**

by DLI, in the presence of:

\_\_\_\_\_  
Witness

**DESTINATION LABRADOR INC.**  
\_\_\_\_\_  
DLI