



ONTARIO CEREBRAL PALSY SPORTS ASSOCIATION
CONFIDENTIALITY AGREEMENT

This Agreement made this ___TH day of _____.

Between:

ONTARIO CEREBRAL PALSY SPORTS ASSOCIATION (“OCPSA”)

AND

WHEREAS OCPSA is the governing body for events serving sports for athletes with cerebral palsy within Ontario and possesses information that is confidential and proprietary to the OCPSA (hereinafter “Confidential Information”).

AND WHEREAS _____ is a volunteer/employee within the OCPSA and is willing to receive disclosure of the Confidential Information for the purposes of providing services and programs.

NOW THEREFORE, in consideration for the mutual undertakings of the OCPSA and _____ under this Agreement, the parties agree as follows:

1. _____ agrees to keep in strictest confidence, at all times, all Confidential Information, which _____ may acquire in connection with or as a result of volunteering/employment with OCPSA.
2. _____ agrees not to publish, communicate, divulge or disclose to any unauthorized third party or parties any information, without the prior written consent of OCPSA.
3. All files and written materials relating to the work performed during the volunteer/employment position will remain the property of OCPSA and upon the request of OCPSA, _____ will return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, immediately of such request.
4. Copyright and any other intellectual property rights in all written material (including material in electronic format) and other works produced in connection with this volunteer position will be owned solely by OCPSA, which will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes.

5. The term "Confidential Information" includes, but it not limited to the following:
 - a. Names, addresses, e-mail, telephone number, date of birth and financial information of OCPSA members, volunteers, directors, officers, employees, committee members, coaches, contractors, and other decision-makers within OCPSA;
 - b. Information related to the business or affairs of OCPSA or any member of OCPSA; and
 - c. Data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information.

6. _____ agrees that in the event of any breach or threatened breach by _____, OCPSA may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect OCPSA against any such breach or threatened breach.

7. _____ will indemnify, release, hold harmless and forever discharge OCPSA, and its directors, officers, employees, members volunteers and representatives for any claims, actions or costs that may arise out of, or in relation to, the disclosure, publication, use, communication or disclosure of Confidential Information under this Agreement. Such indemnification will include any amount paid by OCPSA with respect to liability and any and all legal fees and disbursements incurred by OCPSA. Such indemnification will survive the duration or termination of this contract.

8. If any provision of this Agreement is void, invalid, illegal or unenforceable by reason of law or public policy, all other provisions of this Agreement will nonetheless remain in force and effect.

9. This Agreement will be interpreted in accordance with the laws of the Province of Ontario.

OCPSA AND _____ HEREBY AGREE TO ABIDE BY THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT. TO EVIDENCE THEIR AGREEMENT, THE PARTIES HAVE SIGNED THIS CONTRACT BEFORE A WITNESS.

OCPSA

OCPSA President

Witness

Date

Witness

Date