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| Policy Number:      | 5.2                      |
| Policy Grouping:    | Risk Management          |
| Date First Adopted: | March 2, 2008            |
| Date Last Amended:  | March 11, 2017           |
| Approved By:        | OCPSA Board of Directors |

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## 5.2 CONFIDENTIALITY POLICY

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### Purpose

1. This Policy applies to OCPSA directors, officers, committee members, coaches, managers, volunteers, and employees (including contract personnel) (hereinafter "OCPSA Representatives") who have access to Confidential Information as defined in paragraph 7.

### Definitions

2. The following terms have these meanings in this Policy:
  - a) *Copyright* – the exclusive legal right, given to an originator or an assignee to print, publish, perform, film, or record literary, artistic or commercial material, and to authorize others to do the same.
  - b) *Intellectual Property* – the creations of the mind: inventions; literary, artistic and commercial works; and symbols, names and images used in commerce.
  - c) *OCPSA* – Ontario Cerebral Palsy Sports Association.
  - d) *Organization* – includes an association, a partnership, a person, an unincorporated association, a trust, a not for profit organization, a trade union and a corporation.
  - e) *Representatives*- Directors, officers, employees, committees, members, volunteers, coaches, contractors and other decision makes within OCPSA.

### Application

3. OCPSA Representatives will not, either during the period of their involvement/employment or any time thereafter, disclose to any person or organization any Confidential Information about OCPSA acquired during their period of involvement/employment, unless expressly authorized to do so.
4. OCPSA Representatives will not publish, communicate, divulge or disclose to any unauthorized person, firm, corporation, third party or parties any Confidential Information, without the express written consent of OCPSA.
5. OCPSA Representatives will not use, reproduce or distribute such Confidential Information or any part thereof, without the express written consent of OCPSA.
6. All files and written materials relating to Confidential Information of OCPSA will remain the property of OCPSA and upon request of OCPSA, the OCPSA Representative will return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, immediately upon such request.

7. The term “Confidential Information” includes, but it not limited to the following:
  - a. Names, addresses, e-mail, telephone number, cell phone number, date of birth and financial information of OCPSA Representatives;
  - b. Information related to the programs, fundraisers, business or affairs of OCPSA or any OCPSA Representative; and
  - c. Data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, and financial information.
8. OCPSA Representatives may be asked to sign and date the Confidentiality Agreement (see Appendix A) upon employment or involvement with OCPSA.

### **Intellectual Property**

9. Copyright and any other intellectual property rights in all written material (including material in electronic format) and other works produced in connection with employment or volunteer involvement with OCPSA will be owned solely by OCPSA, who will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes. OCPSA may grant permission for others to use such written material or other works, subject to such terms and conditions as OCPSA may prescribe.

### **Enforcement**

10. A breach of any provision in this Policy may give rise to discipline in accordance with OCPSA's Discipline and Complaints Policy.

### **Other**

11. See also: OCPSA's Privacy Policy (2016).
12. See also: Confidentiality Agreement – Appendix A