



CONFIDENTIALITY POLICY

Definitions

1. The following capitalized terms shall have the following meanings in the Confidentiality Policy:
 - a. “*AthletesCAN Representatives*” shall refer to all Members defined herein, as well as all individuals employed (including contract personnel) by or engaged in activities with AthletesCAN, including but not limited to, directors, committee members, athletes, parents/guardians, volunteers, officers, and administrators;
 - b. “*Confidential Information*” shall refer to:
 - i. Personal Information of AthletesCAN Representatives, including but not limited to: name, address, e-mail, telephone number, cell phone number, date of birth and financial information;
 - ii. AthletesCAN intellectual property and proprietary information related to the programs, fundraisers, business or affairs of AthletesCAN and any of its divisions, including, but not limited to: procedures, business methods, forms, policies, business, marketing and development plans, advertising programs, creative materials, trade secrets, knowledge, techniques, data, products, technology, computer programs, manuals, software, financial information and information that is not generally or publicly known.
 - c. “*Member*” – All categories of membership defined in the AthletesCAN Bylaws, as well as all individuals employed by or engaged in activities with AthletesCAN including, but not limited to: directors, officers, committee members, parents/guardians, volunteers, and administrators.
 - d. “*Policy*” shall refer to this Confidentiality Policy unless otherwise stated.

Purpose

2. The purpose of this Policy is to ensure the protection of Confidential Information that is proprietary to AthletesCAN.

Application

3. This Policy applies to all AthletesCAN Representatives.

Responsibilities

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

Intellectual Property

7. 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 involvement with AthletesCAN will be owned solely by AthletesCAN, who will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes. AthletesCAN may grant permission to others for use of such written material or other works, subject to such terms and conditions as AthletesCAN may prescribe.

Enforcement

8. A breach of any provision in the Policy may give rise to discipline in accordance with the AthletesCAN *Discipline and Complaints Policy* or legal recourse.