



APPENDIX 5 – DECLARATION OF CONFIDENTIALITY AND NON-DISCLOSURE

Name of Recipient: _____ (Hereinafter “Recipient”)

Introduction

The Recipient may become exposed to Confidential Information through the course of their involvement with _____
Name of Organization

In order to clearly define the parameters to such disclosure and involvement, the Recipient agrees as follows:

Confidential Information

The Confidential Information to be disclosed by the Organization to the Recipient (“Confidential Information”) can be described as and includes:

- a) Information relating to any athlete or group of athletes;
- b) All personnel-related information;
- c) Financial or charitable activities;
- d) Strategic and operational plans; and
- e) The content of all contracts and agreements, such as personal service contracts, and other licensing agreements

Responsibilities

The Recipient will:

- a) Keep in strictest confidence, at all times, all Confidential Information.
- b) Not publish, communicate, divulge or disclose to any unauthorized third party or parties, any Confidential Information, without the prior written consent of the Organization.
- c) Not allow other third parties access to the Confidential Information.
- d) Comply with the requirements of the Personal Information Protection and Electronic Documents Act.
- e) Not use the Confidential Information for personal advantage or private speculation.
- f) Limit disclosure of Confidential Information within its own organization to individuals having a need to know.

Ownership and Return of Confidential Information

All Confidential Information shall remain the sole property of the Organization. The Recipient shall have no right to (and agrees not to) copy, duplicate or reproduce in any fashion any of the Confidential Information without the Organization’s prior written consent.

Upon written request by the Organization, the Recipient shall promptly return all materials and documents containing Confidential Information and shall ensure that any and all materials and documents prepared in conjunction with or as a result of any Confidential Information shall be destroyed and that the Recipient shall provide the Organization with written confirmation of same.

Legal Recourse

The Recipient agrees that in the event of any breach or threatened breach by the Recipient, the Organization may terminate the Recipient’s involvement with the Organization or any other legal remedies which may be available.

Acknowledgement

The Recipient acknowledges that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Dated at _____ this _____ day of _____, 20 _____

Recipient’s Name (Please Print)

Recipient’s Signature