

## 5.2 CONFIDENTIALITY POLICY

### Purpose

1. This Policy applies to OAWA directors, officers, committee members, coaches, volunteers, and employees (including contract personnel) (hereinafter "OAWA Representatives") who have access to Confidential Information as defined in paragraph 7.
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### 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) *OAWA* – Ontario Amateur Wrestling 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 makers within OAWA.

### Application

3. OAWA 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 OAWA acquired during their period of involvement/employment, unless expressly authorized to do so.
4. OAWA 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 OAWA.
5. OAWA Representatives will not use, reproduce or distribute such Confidential Information or any part thereof, without the express written consent of OAWA.
6. All files and written materials relating to Confidential Information of OAWA will remain the property of OAWA and upon request of OAWA, the OAWA 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 OAWA Representatives;
  - b. Information related to the programs, fundraisers, business or affairs of OAWA or any OAWA Representative; and
  - c. Data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, and financial information.

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

## **Enforcement**

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