



<b>CATEGORY: 3.0 Governance and Leadership</b>			
<b>SECTION: 3.4 Human Resources</b>			
<b>POLICY: 3.4.2 Confidentiality Policy</b>	<b>APPROVED: April 2020</b>	<b>REVISED: January 2023</b>	<b>PAGES: 2</b>

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## DEFINITIONS

1. The following terms have these meanings in this Policy:
  - a) *“Confidential Information”* – Personal information of Representatives of the Canadian Cerebral Palsy Sports Association (CCPSA), including but not limited to home address, email address, personal telephone numbers, date of birth, financial information, medical information, and background check information. Additionally, Confidential Information also covers information considered to be intellectual property of the CCPSA such as data, proprietary information, business information, and trade secrets.
  - b) *“Representative”* – All individuals employed by or engaged in activities on behalf of the CCPSA. Representatives include, but are not limited to, employees, independent contractors, administrators, directors, and officers of the CCPSA, committee members, volunteers, athletes, coaches, officials (referees, classifiers, technical delegate), performance partners/sport assistants.

## PURPOSE

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

## SCOPE AND APPLICATION

3. This Policy applies to all Representatives of the CCPSA.
4. Confidential Information does not include the following: name, title, business address, work telephone number, or any other information widely available and/or in the public domain.
5. Representatives voluntarily publishing or consenting to the publication of Confidential Information in a public forum (such as the listing of an email address on a website) forfeit the expectation of confidentiality for that Confidential Information for as long as it is available publicly.

## **RESPONSIBILITIES**

6. Representatives will not, either during the period of their involvement/employment with the CCPSA or any time thereafter, disclose to any person or organization any Confidential Information acquired during their period of involvement/employment, unless expressly authorized to do so.
7. Representatives will not publish, communicate, divulge, or disclose to any unauthorized person, firm, corporation, or third party any Confidential Information without the express written consent of the CCPSA.
8. Representatives will not use, reproduce, or distribute Confidential Information without the express written consent of the CCPSA.
9. All documents and written materials relating to Confidential Information will remain the property of the CCPSA and, upon termination of involvement/employment with the CCPSA or upon request of the CCPSA, Representatives will immediately return all written or tangible Confidential Information, as well as copies and reproductions, and any other media containing Confidential Information.

## **INTELLECTUAL PROPERTY**

10. Copyright and any other intellectual property rights for all written material (including material in electronic format or posted on a website) and other works produced in connection with employment or involvement with the CCPSA will be owned solely by the CCPSA, which shall have the right to use, reproduce, or distribute such material and works, in whole or in part, for any purpose it wishes. The CCPSA may grant permission for others to use its intellectual property.

## **ENFORCEMENT**

11. A breach of any provision in this Policy may be subject to legal recourse, termination of the employment or volunteer position, suspension or expulsion from membership, or sanctions pursuant to the CCPSA *Discipline and Complaints Policy*.