



Confidentiality Policy

*** This Confidentiality Policy replaces and supersedes all pre-existing alternate Ontario Water Polo Association (OWP) confidentiality policies including those posted on the OWP website prior to January 1st 2013 ***

Purpose

1. The purpose of this Policy is to ensure the protection of Confidential Information that is proprietary to OWP.

Application of this Policy

2. This Policy applies to all categories of membership within OWP as defined in By-law 2.1 of the OWP's *Constitution and Bylaws* as well as all individuals employed by, or engaged in activities with, OWP. Persons affected by this Policy include, but are not limited to, athletes, coaches, officials, volunteers, managers, administrators, interns, convenors, contract personnel, committee members, and directors and officers of OWP (hereinafter "OWP Representatives").

Confidential Information

3. The term "Confidential Information" includes, but is not limited to, the following:
 - a) Personal information of OWP Representatives including:
 - i. Home address
 - ii. Email address
 - iii. Personal phone numbers
 - iv. Date of birth
 - v. Financial information
 - vi. Medical history
 - vii. Police Vulnerable Sector Checks
 - b) OWP intellectual property, proprietary information, and business related to OWP programs, fundraisers, procedures, business methods, forms, policies, marketing and development plans, advertising programs, creative and training materials, trade secrets, knowledge, techniques, data, products, technology, computer programs, manuals, registration lists, software, financial information, and information that is not generally or publicly known or distributed.
4. Confidential Information does not include the following: name, title, business address, work telephone number, or any other information widely available or posted publicly.
5. OWP Representatives voluntarily publishing or consenting to the publication of basic personal information in a public forum (such as the listing of an email address on a website) forfeit the expectation of confidentiality for that personal information for as long as it is available publicly.

Responsibilities

6. OWP Representatives will not, either during the period of their involvement/employment with OWP 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.

Confidentiality Policy

7. OWP 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 OWP.
8. OWP Representatives will not use, reproduce, or distribute Confidential Information without the express written consent of OWP.
9. All files and written materials relating to Confidential Information will remain the property of OWP and, upon termination of involvement/employment with OWP or upon request of OWP, the OWP Representative 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 OWP will be owned solely by OWP, which shall have the right to use, reproduce, or distribute such material and works, in whole or in part, for any purpose it wishes. OWP 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, or sanctions pursuant to the OWP's *Discipline and Complaints Policy*.