

Confidentiality Policy

Type: Governance

Policy # 44

Authority: Board of Directors

Date approved: August 2024

1.1 Purpose

- 1.1.1 The purpose of this policy is to ensure the protection of Confidential Information acquired by, or belonging to, the MWPA.

2.1 Definitions

- 2.1.2 “Confidential Information” includes, but is not limited to:

- a. Personal Information of MWPA Members, including but not limited to name, address, e-mail, telephone number, cell phone number, date of birth, financial information, medical history, etc.
- b. Intellectual property and proprietary information related to the programs, business or affairs of the MWPA 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.

- 2.1.3 Confidential Information does not include information widely available or posted publicly, including but not limited to: name, title, business address, and work telephone number. Individuals 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.

3.1 Application of this Policy

- 3.1.1 This Policy applies to all Members (as defined in the MWPA Bylaws), as well as all individuals employed (including contract personnel) by or engaged in activities with MWPA, including but not limited to committee members, parents/guardians, volunteers, officers, and administrators. Together, this group is referred hereinafter as “MWPA Representatives”.

4.1 Confidentiality Agreement

- 4.1.1 Any MWPA Representatives that are likely to have exposure to Confidential Information must sign the Confidentiality Agreement which forms part of this policy as Appendix A.
- 4.1.2 All MWPA Representatives are required to sign the Confidentiality Agreement as soon as practicable after assuming such a position.

5.1 Responsibilities of MWPA Representatives

- 5.1.1 MWPA Representatives will not, either during the period of their involvement, or any time thereafter, disclose to any person or organization any Confidential Information acquired during their period of involvement with the MWPA, unless expressly authorized to do so.
- 5.1.2 MWPA 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 the MWPA.
- 5.1.3 MWPA Representatives will return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, immediately upon request.
- 5.1.4 All files and written materials relating to Confidential Information will remain the property of the MWPA upon termination of involvement with the MWPA.

6.1 Materials created

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

7.1 Enforcement

- 7.1.1 A breach of any provision in this policy may give rise to discipline in accordance with the MWPA Code of Conduct or other legal recourse.

APPENDIX A

Confidentiality Statement

I, _____, the undersigned, am a MWPA Representative as defined by the MWPA Confidentiality Policy, serving in the role of _____. In the scope of my role, I have been, and will continue to be, engaged in confidential discussions.

In the course of these discussions, I understand that I will have access to confidential information and provide input to conversations that are not known to the public or the water polo community in general.

By signing this Confidentiality Statement, I agree that I will not disclose to any third party (including to individuals within my Provincial Sport Organization), copy or record any information, discussions, or decisions of the Board, unless I have received the written consent of either the President or Vice President prior to the disclosure, or the disclosure is required by law.

Should I fail to adhere to the terms of this Confidentiality Statement, I acknowledge that the MWPA may suffer damages, and that I may be removed from discussions or be sanctioned with discipline otherwise imposed within the discretion of the MWPA.

If any portion of this Confidentiality Statement is unenforceable, I agree to be bound by any lesser requirement of confidentiality subsumed within its terms.

Date: _____

Signature

Name

Witness