

Saint John Fundy Aquatic Club (TIDE) Confidentiality Policy

“Organization” refers to: Saint John Fundy Aquatic Club/TIDE Swim Team

Purpose

1. Terms in this Policy are defined as follows:

- a) **Athlete** – Includes any individual who is registered to compete for the Organization
- b) **Confidential Information** – Personal information of Individuals including but not limited to home address, email address, personal phone numbers, date of birth, financial information, medical information, child abuse registry checks, and background check information. Additionally, *Confidential Information* also includes information considered to be intellectual property of the Organization such as data, proprietary information, business information, and trade secrets
- c) **Individuals** – Refers to all categories of individual members and/or registrants defined in the Bylaws of the Organization who are subject the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with, the Organization including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, and Directors and Officers
- d) **Representative** – All individuals employed by, or engaged in activities on behalf of, the Organization. Representatives include, but are not limited to, staff, administrators, Directors and Officers of the Organization, committee members, and volunteers

Purpose

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

Scope and Application

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

Responsibilities

6. Representatives will not, either during the period of their involvement/employment with the Organization or any time thereafter, disclose, publish, communicate, or divulge 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 use, reproduce, or distribute Confidential Information without the express written consent of the Organization.

Complaints and Dispute Resolution

8. Information that is submitted by a party as part of a dispute resolution process is considered Confidential Information and may not be disclosed to anyone not involved with the dispute resolution process until such time as the dispute resolution process is completed or stated otherwise

in the Organization's policies related

to discipline.

9. A written decision rendered at the conclusion of a dispute resolution process, subject to the direction of the decision-maker, may not be disclosed to any individual or group other than those that are identified (such as National Sport Organizations, Provincial/Territorial Organizations, or professional associations) in the applicable policy or as stated by the decision-maker.
10. Notwithstanding the above, the Organization may publish a summary letter that discloses the result of the dispute resolution process provided this letter limits the disclosure of Confidential Information and complies with the *Privacy Policy*.

Intellectual Property

11. 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 Organization will be owned solely by the Organization, 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 Organization may grant permission for others to use its intellectual property.
12. Confidential Information that is intellectual property of the Organization will remain the property of the Organization and, upon cessation of involvement/employment with the Organization, for any reason, or upon request of the Organization, Representatives will immediately return this information, as well as copies and reproductions, and any other media containing this information.

Enforcement

13. 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 following a complaint filed pursuant to the *Discipline and Complaints Policy*.