

CONFIDENTIALITY AGREEMENT

Between:

TRIATHLON ONTARIO

And

WHEREAS TRIATHLON ONTARIO is the governing body for the sport of triathlon within the Province of Ontario and possesses information that is confidential and proprietary to TRIATHLON ONTARIO.

AND WHEREAS _____ is a board member/volunteer/employee within TRIATHLON ONTARIO and is willing to receive disclosure of such Confidential Information for the purposes of providing services and programs.

NOW THEREFORE, in consideration for the mutual undertakings of TRIATHLON ONTARIO and _____ under this Agreement, the parties agree as follows:

1. _____ agrees to keep in strictest confidence, at all times, all Confidential Information, which _____ may acquire in connection with or as a result of volunteering/employment with TRIATHLON ONTARIO.
2. _____ agrees not to publish, communicate, divulge or disclose to any unauthorized third party or parties any information, without the prior written consent of TRIATHLON ONTARIO.
3. All files and written materials relating to the work performed during the board/volunteer/employment position will remain the property of TRIATHLON ONTARIO and upon the request of TRIATHLON ONTARIO or termination of the volunteer/employment position, _____ will return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, immediately of such request.
4. Copyright and any other intellectual property rights in all written material (including material in electronic format) and other works produced in connection with this board/volunteer/employment position will be owned solely by TRIATHLON ONTARIO, which will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes. TRIATHLON ONTARIO may elect to share intellectual property rights. If this is the case a written agreement will be developed and signed by both parties.
5. The term "Confidential Information" includes, but it not limited to the following:

- a. Names, addresses, e-mail, telephone number, date of birth and financial information of TRIATHLON ONTARIO members, volunteers, directors, officers, employees, committee members, coaches, contractors, and other decision-makers within TRIATHLON ONTARIO;
 - b. Proprietary information related to the business or affairs of TRIATHLON ONTARIO or any member of TRIATHLON ONTARIO, including, but not limited to, procedures, business methods, forms, policies, 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.
6. _____ agrees that in the event of any breach or threatened breach by _____, TRIATHLON ONTARIO may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect TRIATHLON ONTARIO against any such breach or threatened breach.
 7. _____ will indemnify, release, hold harmless and forever discharge TRIATHLON ONTARIO, and its directors, officers, employees, members volunteers and representatives for any claims, actions or costs that may arise out of, or in relation to, the disclosure, publication, use, communication or disclosure of Confidential Information under this Agreement. Such indemnification will include any amount paid by TRIATHLON ONTARIO with respect to liability and any and all legal fees and disbursements incurred by TRIATHLON ONTARIO. Such indemnification will survive the duration or termination of this contract.
 8. If any provision of this Agreement is void, invalid, illegal or unenforceable by reason of law or public policy, all other provisions of this Agreement will nonetheless remain in force and effect.
 9. No failure or delay by the Parties in enforcing any right or remedy in this Agreement will be construed as a waiver of any future exercise of such right or remedy.
 10. The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.
 11. This Agreement will be interpreted in accordance with the laws of the Province of Ontario.

TRIATHLON ONTARIO and _____ hereby agree to abide by the terms and conditions outlined in this Agreement. To Evidence their agreement, the parties have signed this contract before a witness on the ___th day of _____, 201_.

TRIATHLON ONTARIO

 TRIATHLON ONTARIO's Representative

 Witness

 Date

 Name (please print)

Signature

Witness

Date