



CONFIDENTIALITY AGREEMENT

BETWEEN

TRIATHLON ONTAIRO

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.

The parties agree as follows:

1. The board member/volunteer/employee agrees to keep in strictest confidence, at all times, all Confidential Information, which they may acquire in connection with or as a result of volunteering/employment with TRIATHLON ONTARIO.
2. The board member/volunteer/employee 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 ONTRIO and upon the request of TRIATHLON ONTARIO or termination of the volunteer/employment position, the individual(s) agrees to 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 is 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 with 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. The board member/volunteer/employee agrees that in the event of any breach or threatened breach by the individual(s), 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. The board member/volunteer/employee will indemnify, release, hold harmless and forever discharge TRIATHLON ONTARIO, and its directors, officers, employees, members, volunteers and representative 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 further 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 the 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 the board member/volunteer/employee hereby agree to abide by the terms and conditions outlined in this Agreement.

TRIATHLON ONTARIO

September 30, 2024

_____ (Date)

Signature of Board Member