



## Ontario Climbing Federation (OCF) Confidentiality Policy

### Definitions

1. The following terms have these meanings in this Policy:
  - a) *“Confidential Information”* – Personal information of Representatives and Participants including but not limited to home address, email address, personal phone numbers, date of birth, financial information, medical information, and background check information. Additionally, *Confidential Information* also covers information considered to be intellectual property of the OCF such as data, proprietary information, business information, and trade secrets; any information not generally available to the public relating to Representatives, Participants, climbing gyms or other partners; submitted proposals, business plans, discussions and decisions made with regard to the business of the OCF; and information that other organizations have shared with the OCF in confidence. Confidential Information may be in oral, written, electronic or other form.
  - b) *“Representatives”* – Individuals employed by, contracted by, or engaged in activities on behalf of the OCF including: coaches, staff members, officials, contract personnel, agents, volunteers, managers, administrators, committee members, and Directors and Officers of the OCF
  - c) *“Participants”* – Refers to all categories of individual members and/or registrants defined in the by-laws of the OCF as well as all individuals engaged in activities with the OCF including, but not limited to, athletes, coaches, supporters, instructors, officials, volunteers, parents or guardians, and spectators

### Purpose

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

### Scope and Application

3. This policy applies to all Participants and Representatives of the OCF.
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. Participants voluntarily publishing or consenting to the publication of Confidential Information in a public forum and/or social media (such as the listing of an email address on a website) forfeit the expectation of confidentiality for that Confidential Information for as long as it is available publicly.

### Responsibilities

6. Representatives and Participants will not, either during the period of their involvement/employment with the OCF 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 and Participants will not use, reproduce, or distribute Confidential Information without the express written consent of the OCF.

8. Representatives and Participants will preserve the restricted nature of Confidential Information with the same degree of care they use to protect their own confidential information, except to the extent that the information becomes publicly available, or is otherwise lawfully obtained outside the scope of this Policy from third parties.
9. All documents and written materials relating to Confidential Information will remain the property of the OCF and, upon cessation of involvement/employment with the OCF, for any reason, or upon request of the OCF, Representatives 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 the OCF will be owned solely by the OCF, 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 OCF 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, suspension or expulsion from membership, or sanctions pursuant to the *Discipline and Complaints Policy*.

<b>Policy History</b>	
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