

**Policy Name:** Confidentiality Policy  
**Version Control:** July 30, 2024  
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## CONFIDENTIALITY POLICY

### PREAMBLE

The Northern Ontario Curling Association (NOCA) is committed to protecting its proprietary confidential information.

### DEFINITIONS

**NOCA Representatives:** all individuals employed by, or engaged in activities with, the NOCA including, but not limited to, athletes, coaches, officials, volunteers, administrators, contract personnel, committee members, and councillors and officers of the NOCA (hereinafter “NOCA Representatives”).

### **Confidential Information:**

The term “Confidential Information” includes, but is not limited to, the following:

- a) NOCA intellectual property, proprietary information, and business related to NOCA programs, fundraisers, procedures, business methods, forms, policies, marketing and development plans, advertising programs, creative and training materials, trade secrets, knowledge, techniques, data, products, technology, computer programs, manuals, registration lists, software, financial information,
- b) confidential information of Member Associations or other parties that is shared with NOCA with a reasonable expectation of privacy.

### PURPOSE

The purpose of this Policy is to ensure the protection of Confidential Information that is proprietary to the Northern Ontario Curling Association (NOCA).

### POLICY

1. This Policy applies to all categories of membership within the NOCA’s *Bylaws* as well as all individuals employed by, or engaged in activities with, the NOCA. Persons affected by this Policy include, but are not limited to, athletes, coaches,

officials, volunteers, administrators, contract personnel, committee members, and councillors and officers of the NOCA (hereinafter "NOCA Representatives").

### **Responsibilities**

2. NOCA Representatives will not, either during the period of their involvement/employment with the NOCA or any time thereafter, disclose to any person or organization any Confidential Information acquired during their period of involvement/employment, unless expressly authorized to do so.
3. NOCA Representatives will not publish, communicate, divulge, or disclose to any unauthorized person, firm, corporation, or third party any Confidential Information without the express written consent of the Executive Director
4. NOCA Representatives will not use, reproduce, or distribute Confidential Information without the express written consent of the Executive Director.
5. All files and written materials relating to Confidential Information will remain the property of the NOCA and, upon termination of involvement/employment with the NOCA or upon request of the NOCA, the NOCA Representative will immediately return all written or tangible Confidential Information, as well as copies and reproductions, and any other media containing Confidential Information.
6. All electronic files relating to Confidential Information will remain the property of the NOCA and, upon termination of involvement/employment with the NOCA or upon request of the NOCA, the NOCA Representative will immediately delete all such electronic files.

### **Intellectual Property**

7. 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 NOCA will be owned solely by the NOCA, 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 NOCA may grant permission for others to use its intellectual property.

### **Enforcement**

8. A breach of any provision in this Policy may be subject to legal recourse, termination of the employment or volunteer position, or sanctions pursuant to the NOCA's *Discipline Policy*.