

Cross Country Ski Ontario (XCSO) is committed to protecting its proprietary confidential information.

PURPOSE

The purpose of this Policy is to ensure the protection of confidential information that is proprietary to Cross Country Ski Ontario.

POLICY

1. This Policy applies to all categories of membership within XCSO's *Bylaws* as well as all individuals employed by, or engaged in activities with, XCSO. Persons affected by this Policy include, but are not limited to, athletes, coaches, officials, volunteers, administrators, contract personnel, committee members of XCSO, (hereinafter "XCSO Representatives").
2. Confidential Information does not include the following: name, title, business address, work telephone number, or any other information widely available or posted publicly.
3. Confidential Information:
The term "Confidential Information" includes, but is not limited to, the following:
 - a. Personal information of XCSO Representatives including:
 - i. Home address
 - ii. Email address
 - iii. Personal phone numbers
 - iv. Date of birth
 - v. Financial information
 - vi. Medical history
 - vii. Police Vulnerable Sector Checks
 - b. XCSO intellectual property, proprietary information, and business related to XCSO 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, and information that is not generally or publicly known or distributed.
4. XCSO representatives voluntarily publishing or consenting to the publication of basic personal information in a public forum (such as the listing of an email address on a website) forfeit the expectation of confidentiality for that personal information for as long as it is available publicly.

Responsibilities

5. XCSO Representatives will not, either during the period of their involvement/employment with XCSO 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.
6. XCSO 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 XCSO.
7. XCSO Representatives will not use, reproduce, or distribute confidential Information without the express written consent of the XCSO.
8. All files and written materials relating to confidential Information will remain the property

of XCSO and, upon termination of involvement/employment with XCSO or upon request of XCSO, the XCSO Representative will immediately return all written or tangible confidential Information, as well as copies and reproductions, and any other media containing confidential Information.

Intellectual Property

9. 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 XCSO will be owned solely by XCSO, which shall have the right to use, reproduce, or distribute such material and works, in whole or in part, for any purpose it wishes. XCSO may grant permission for others to use its intellectual property.

Enforcement

10. 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 XCSO's *Discipline Policy*.