

NSAWA CONFIDENTIALITY POLICY

Drafted June 2022

Approved: July 2022

To be reviewed: May 2024

PURPOSE

This Policy applies to NSAWA directors, officers, committee members, coaches, volunteers, and employees (including contract personnel) (hereinafter “NSAWA Representatives”) who have access to Confidential Information as defined in paragraph 5 under application.

DEFINITIONS

The following terms have these meanings in this Policy:

- a. *Copyright* – the exclusive legal right, given to an originator or an assignee to print, publish, perform, film, or record literary, artistic or commercial material, and to authorize others to do the same.
- b. *Intellectual Property* – the creations of the mind: inventions; literary, artistic and commercial works; and symbols, names and images used in commerce.
- c. *NSAWA* – Nova Scotia Amateur Wrestling Association.
- d. *Organization* – includes an association, a partnership, a person, an unincorporated association, a trust, a not-for-profit organization, a trade union and a corporation.
- e. *Representatives* - Directors, officers, employees, committees, members, volunteers, coaches, contractors and other decision makers within NSAWA.

APPLICATION

1. NSAWA Representatives will not, either during the period of their involvement/employment or any time thereafter, disclose to any person or organization any Confidential Information about NSAWA acquired during their period of involvement/employment, unless expressly authorized to do so.
2. NSAWA Representatives will not publish, communicate, divulge or disclose to any unauthorized person, firm, corporation, third party or parties any Confidential Information, without the express written consent of NSAWA.
3. NSAWA Representatives will not use, reproduce or distribute such Confidential Information or any part thereof, without the express written consent of NSAWA.
4. All files and written materials relating to Confidential Information of NSAWA will remain the property of NSAWA and upon request of NSAWA, the NSAWA Representative will return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, immediately upon such request.
5. The term “Confidential Information” includes, but it not limited to the following:
 - a. Names, addresses, e-mail, telephone number, cell phone number, date of birth and financial information of NSAWA Representatives;

- b. Information related to the programs, fundraisers, business or affairs of NSAWA or any NSAWA Representative; and
- c. Data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, and financial information.

INTELLECTUAL PROPERTY

Copyright and any other intellectual property rights in all written material (including material in electronic format) and other works produced in connection with employment or volunteer involvement with NSAWA will be owned solely by NSAWA, who will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes. NSAWA may grant permission for others to use such written material or other works, subject to such terms and conditions as NSAWA may prescribe.

ENFORCEMENT

A breach of any provision in this Policy may give rise to discipline in accordance with NSAWA's Discipline and Complaints Policy