



CONFIDENTIALITY AGREEMENT

Between:

Mississauga Ringette Association (MRA)

and

_____ **“Volunteer/Employee” (_____ Initials)**

WHEREAS MRA is a local sport club of the sport of Ringette in the Province of Ontario and possesses Confidential Information that is proprietary to MRA.

AND WHEREAS “Employee” is a volunteer/employee within MRA and is willing to receive disclosure of such Confidential Information for the purposes of fulfilling their responsibilities as a volunteer/employee.

NOW THEREFORE, in consideration for the mutual undertakings of MRA and Volunteer/Employee under this Agreement, the parties agree as follows:

1. Volunteer/Employee agrees to keep in strictest confidence, at all times, all Confidential Information, which Volunteer/Employee may acquire in connection with or as a result of volunteering/employment with MRA.
2. Volunteer/Employee agrees not to publish, communicate, divulge, or disclose to any unauthorized third party or parties any Confidential Information, without the prior written consent of MRA.
3. All files and written materials relating to the work performed during the volunteer/employment position will remain the property of MRA and upon the request of MRA or termination of the volunteer/employment position, Volunteer/Employee will 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 volunteer/employment position will be owned solely by MRA, which will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes.
5. The term “Confidential Information” includes, but it not limited to the following:

- a. Names, addresses, e-mail addresses, telephone numbers, cell phone numbers and financial information of MRA and their respective members, volunteers, directors, officers, employees, and contractors;
 - b. Proprietary information related to the business or affairs of MRA and any of its regions, 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. Volunteer/Employee agrees that in the event of any breach or threatened breach by Volunteer/Employee, MRA may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect MRA against any such breach or threatened breach.
 7. Volunteer/Employee will indemnify, release, hold harmless and forever discharge MRA, and its directors, officers, employees, members volunteers and representatives 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 MRA with respect to liability and any and all legal fees and disbursements incurred by MRA. 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 future 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 this Agreement, and execute this Agreement knowingly and voluntarily.
 11. This Agreement will be interpreted in accordance with the laws of the Province of Ontario.

MRA and Volunteer/Employee hereby agree to abide by the terms and conditions outlined in this Agreement. To Evidence their agreement, the parties have signed this contract before a witness on the ____ day of _____ 202_.

Mississauga Ringette Association

 XXX
 President

 Date

 Volunteer/Employee

 Date