



MANITOBA SOCCER ASSOCIATION POLICIES AND ADMINISTRATIVE PROCEDURES



CONFIDENTIALITY POLICY

STATEMENT

The Manitoba Soccer Association (MSA) is committed to have its directors, officers, employees and standing committee members be bound to act honestly, and in good faith, and in the best interests of the Association. Consistent with such standards of conduct, confidentiality is to be maintained when the exchange of certain information takes place.

ADMINISTRATIVE PROCEDURES

The purpose of this policy is to describe how members of the Manitoba Soccer Association will conduct themselves in matters relating to confidentiality and to clarify how the Manitoba Soccer Association will make decisions in situations where confidentiality has been breached.

It is understood and agreed to that the Manitoba Soccer Association (MSA) and the MSA Board of Directors, Staff and Standing Committee Members exchange certain information that may be considered confidential. To ensure the protection of such confidential information and in consideration of the exchange of information, all parties involved must follow the following administrative procedures:

1. The confidential information can be described as and includes but is not limited to: Technical, administrative, programs, soccer business information relating to proprietary ideas, copyrights and/or trade secrets, existing products and services, software, finances, customers, clients, marketing, current or future plans and concepts or models, policies and processes, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.

In addition to the above, confidential information shall also include, and the parties shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by any party verbally or in writing, marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by any party in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to the parties within thirty (30) days of the disclosure.

2. The parties shall use the confidential information only for the purposes of soccer related business of the MSA and based on the direction received by the MSA.



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3. The parties shall limit disclosure of confidential information to those members of the Board of Directors, Staff, Standing Committee Members within the MSA having a need to know and shall not disclose confidential information to any third party (whether an individual, organization, or other entity) without the prior written consent of the MSA.

A party shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by those having the need to know, who are permitted access to or use of the confidential information.

4. This policy imposes no obligation upon a party with respect to any confidential information (a) that was in the party's possession before receipt from the MSA; (b) is or becomes a matter of public knowledge through no fault of the party; (c) is rightfully received by the party from a third party not owing a duty of confidentiality to the MSA; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of the MSA; or (e) is independently developed by the party.
5. This policy shall not be construed as creating, conveying, transferring, granting or conferring upon the parties any rights, license or authority in or to the information exchanged, except the limited right to use confidential information specified in article two of this policy.
6. All parties acknowledge and agree that the exchange of information under this policy shall not commit or bind any party to any present or future contractual relationship (except as specifically agreed to), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.
7. No party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, programs, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this policy.
8. If there is a breach or threatened breach of any provision of this policy, it is agreed and understood that the MSA shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this policy of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this policy.



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9. If any of the provisions of this policy are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the policy as a whole.
10. On an annual basis, (beginning of their term) all directors, officers, employees and committee members will sign a declaration indicating that they have read, understood and accepted the terms and conditions of the Confidentiality Policy.
11. Failure to adhere to this policy may give rise to discipline in accordance with the Manitoba Soccer Association's Discipline policy.

APPROVED BY:

Manitoba Soccer Association Board of Directors

DATE OF APPROVAL: