

## 1. Definitions

This document inherits any and all definitions from the Calgary Killarney Artistic Swim Club ("**CKASC**") Bylaws.

- **"Confidential Information"** - All personal information of CKASC swimmers, parents or guardians, including but not limited to, name, address, e-mail, telephone number, cell phone number, date of birth, health and financial information;

and/or

CKASC intellectual property and proprietary information related to the, programs, business or affairs of CKASC and any of its divisions, including, but not limited to, business methods, forms, procedures, business, 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 and or distributed (for example: posted on the website to inform members and attract potential members).

## 2. Purpose

This policy is to ensure the protection of Confidential Information that is proprietary to CKASC by making all swimmers and parents/guardians aware that there is an expectation to act at all times appropriately and consistently with this policy.

## 3. Change History

This document is part of the Calgary Killarney Artistic Swim Club's policy documents. The change history below is updated to reflect the changes made to the document over time.

Version	Date	Updated By	Description
0.0	May 25, 2019	C Foster	Original updates for name change from Killarney Synchronized Swim Club to Calgary Killarney Artistic Swim Club.
1.0	June 18, 2019	Board	Final review and edits; as approved by CKASC Board of Directors
1.1	December	Board	Clarification of terms (members, swimmers,

	9, 2019		parents, guardians)
1.2	May 21, 2020	C. Dilger	Removes need to seek Board approval for external reporting requirements and the reporting of high-level financial information to the membership through General meetings Allows sharing of CKASC policies and fees through our website.

## 4. Application of this Policy

This policy applies to all categories of membership within CKASC, including but not limited to all individuals employed (including contract personnel) by or engaged in activities with CKASC, as well as but not limited to, directors, committee members, athletes, coaches, judges, officials, referees, volunteers, officers, managers and administrators (hereinafter “CKASC Representatives”).

Exceptions to this policy are for:

- Reporting requirements to the appropriate regulating bodies such as Canada Revenue Agency, AAS, CAS, and AGLC.
- Sharing of information with Board Committees where this confidential information is essential to the proper functioning of the committee and within the Board-approved scope of the committee.

## 5. Responsibilities

- CKASC Representatives will not, either during the period of their involvement/employment 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.
- CKASC Representatives agree to not publish, communicate, divulge or disclose to any unauthorized people, firm, corporation, third party or parties any information deemed confidential, without the express written consent of CKASC.
- CKASC Representatives shall not use, reproduce or distribute any such Confidential Information or any part thereof, without the express written consent of CKASC.
- All written materials or files relating to confidential information of CKASC will remain the property of CKASC and upon termination of involvement and/or employment with CKASC or upon request of CKASC, the CKASC Representative shall return all confidential information received in written or electronic form, including copies and/or

reproductions or other media containing such confidential information, immediately upon request.

## **6. Intellectual Property**

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

## **7. Enforcement**

A breach of any provision in this policy may give rise to discipline in accordance with CKASC's Discipline Policy or legal recourse.