

## CONFIDENTIALITY AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2016.

Between:

**Softball Ontario**

AND

\_\_\_\_\_ (Def)

**WHEREAS** Softball Ontario is the provincial governing body of softball in Ontario and possesses information relating to softball programs that is confidential and proprietary to Softball Ontario (hereinafter “Confidential Information”).

**AND WHEREAS** DEF is a volunteer within Softball Ontario and is willing to receive disclosure of the Confidential Information for the purposes of providing softball programs.

**NOW THEREFORE**, in consideration for the mutual undertakings of Softball Ontario and DEF under this Agreement, the parties agree as follows:

1. DEF agrees to keep in strictest confidence, at all times, all Confidential Information, which DEF may acquire in connection with or as a result of volunteering with Softball Ontario.
2. DEF agrees not to publish, communicate, divulge or disclose to any unauthorized third party or parties any information, without the prior written consent of Softball Ontario.
3. All files and written materials relating to the work performed during the volunteer position will remain the property of Softball Ontario and upon the request of Softball Ontario, DEF 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 position will be owned solely by Softball Ontario, 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, telephone number, date of birth and credit card information of Softball Ontario members, volunteers, directors, officers, employees, committee members, coaches, contractors, and other decision-makers within Softball Ontario;

- b. Information related to the business or affairs of Softball Ontario or any member of Softball Ontario; and
  - c. Data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information.
6. DEF agrees that in the event of any breach or threatened breach by DEF, Softball Ontario may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Softball Ontario against any such breach or threatened breach.
  7. The DEF will indemnify, release, hold harmless and forever discharge the Softball Ontario, and its directors, officers, employees, 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 Softball Ontario with respect to liability and any and all legal fees and disbursements incurred by Softball Ontario. Such indemnification will survive the duration or termination of this contract.
  8. If any provision of this Contract is void, invalid, illegal or unenforceable by reason of law or public policy, all other provisions of this Contract will nonetheless remain in force and effect.
  9. This Contract will be interpreted in accordance with the laws of the Province of Ontario.

SOFTBALL ONTARIO AND DEF 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.

**Softball Ontario**

\_\_\_\_\_  
Softball Ontario Executive Director

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**DEF**

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date