

OWN THE PODIUM (“OTP”) Confidentiality Policy

Definitions

1. Terms in this Policy are defined as follows:
 - a) **Confidential Information** – Personal information of Organizational Participants including but not limited to home address, email address, personal phone numbers, date of birth, financial information, medical information, information submitted as part of a screening process, and information submitted as part of a complaint, appeal, or dispute resolution process. Additionally, *Confidential Information* also includes information considered to be intellectual property of OTP such as data, proprietary information, membership lists, customer information, business information, and trade secrets.
 - b) **Organizational Participants** – Refers to all categories of individual members and/or registrants defined in the By-laws of the Organization who are subject to the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with, the Organization including, but not limited to, employees, contractors, volunteers, managers, administrators, committee members, and Directors and Officers.
 - c) **Representatives** – Refers to individuals employed by, or engaged in activities on behalf of, OTP. Representatives include, but are not limited to, staff, administrators, committee members, volunteers, and Directors and Officers.

Purpose

2. The purpose of this Policy is to ensure the protection of Confidential Information.

Scope and Application

3. This policy applies to all Representatives.
4. Confidential Information does not include the following: name, title, business address, work telephone number, or any other information widely available or in the public domain.
5. Organizational Participants voluntarily publishing or consenting to the publication of their personal information in a public forum (such as the listing of an email address on a website) forfeit the expectation of confidentiality for that information for as long as it is available publicly.

Responsibilities

6. Representatives will not, either during the period of their involvement/employment with OTP or any time thereafter, disclose, publish, communicate, or divulge to any person or organization any Confidential Information acquired during their period of involvement/employment, unless expressly authorized to do so.
7. Representatives will not use, reproduce, or distribute Confidential Information without the express written consent of OTP.

Complaints and Dispute Resolution

8. Information that is submitted by a party as part of a dispute resolution process is considered Confidential Information and may not be disclosed to anyone not involved with the dispute resolution process until such time as the dispute resolution process is completed or stated otherwise in OTP's policies related to discipline.
9. A written decision rendered at the conclusion of a dispute resolution process, subject to the direction of the decision-maker, may not be disclosed to any individual or group other than those that are identified (such as National Sport Organizations, Provincial/Territorial Organizations, or professional associations) in the applicable policy or as stated by the decision-maker.
10. Notwithstanding the above, OTP may publish a summary letter that discloses the result of the dispute resolution process (**Appendix A – Decision Disclosure (Complaint)**) provided this letter limits the disclosure of Confidential Information and complies with the *Privacy Policy*.

Intellectual Property

11. Copyright and any other intellectual property rights for all written material (including material in electronic format or posted on a website) and other works produced in connection with employment or involvement with OTP will be owned solely by OTP, which shall have the right to use, reproduce, or distribute such material and works, in whole or in part, for any purpose it wishes. OTP may grant permission for others to use its intellectual property.
12. Confidential Information that is intellectual property of OTP will remain the property of OTP and, upon cessation of involvement/employment with OTP, for any reason, or upon request of OTP, Representatives will immediately return this information, as well as copies and reproductions, and any other media containing this information.

Enforcement

13. A breach of any provision in this Policy may be subject to legal recourse, termination of the employment or volunteer position, suspension or expulsion from membership, or sanctions following a complaint filed pursuant to the *Discipline and Complaints Policy*.
14. Any violation of this Policy that may be considered “Prohibited Behaviour” or “Maltreatment” (defined in the UCCMS and/or the Code of Conduct and Ethics) when the Respondent is an Organizational Participant who has been designated by OTP as a UCCMS Participant, will be handled pursuant to the policies and procedures of the Office of the Sport Integrity Commissioner (“OSIC”), subject to the rights of the OTP as set out in the Code of Conduct and Ethics and any applicable workplace policies

Last update: January 13, 2023

Appendix A – Decision Disclosure Letter (Complaint)

[insert date]

Re: Own the Podium - Complaint Decision

In [month year], Own the Podium (“OTP”) received a complaint naming [Respondent’s Name(s)]

OTP addressed the complaint in a procedurally fair manner per its *Discipline and Complaints Policy*. A [insert title of Panel] appointed to hear the case found that the [Respondent’s Name(s)] breached several sections of the *Code of Conduct and Ethics* and [insert other policies, if applicable].

The [insert title of Panel] decided the following sanctions:

- [insert all sanctions]

The details of the complaint and the dispute resolution process are confidential pursuant to the *Confidentiality Policy* and *Privacy Policy*.

The Panel’s decision is subject to appeal per the *Appeal Policy*.

[insert text re: if the Respondents have completed or complied with the sanction].

[insert name, position]

Own the Podium