

**ADMINISTRATION AND INFORMATION MANAGEMENT SYSTEM (AIMS)
USER & CONFIDENTIALITY AGREEMENT TWO**

BETWEEN:

The Ontario Soccer Association ("OSA")

- And -

[] ("Organization")

- And -

[] ("User")

WHEREAS the Ontario Soccer Association ("OSA") has implemented an online administration and information management system and requires the registration of all OSA registrants ("players, coaches, game official and administrator") to be registered into the Administration and Information Management System (AIMS);

AND WHEREAS the User has been granted access to AIMS on behalf of the Organization;

NOW THEREFORE, the Parties agree as follows:

Responsibilities of the Organization and the User

1. The Organization and the User will only access and use AIMS within the jurisdiction of the Organization which will include some or all of the duties described below:

- a) Register the User in AIMS with the Role of Administrator and with a Position Title applicable to the User's responsibilities regarding AIMS.
- b) Manage the registration of registrants.
- c) View or print membership and team roster reports.
- d) Deliver communications to registrants via email, website or document.
- e) Setup teams and assign registrants to teams, divisions and/or leagues.
- f) Enter and upload schedules.
- g) Track player statistics and discipline.
- h) Update standings and game results.
- i) Create, edit, maintain and record activities and statistics for the Organization's website.
- j) Create/edit and delete user accounts and courses as required.

2. The Organization and the User will **not**:

- a) Search for registrants that are not registered within the Organization unless such registrant is being registered with the Organization;
- b) Knowingly add registrants into AIMS if the registrant already exists in AIMS;
- c) Disclose their AIMS "user name(s)" or "password(s)" to any other persons or third parties;
- d) Allow any other persons or third parties access or use of their AIMS user account;
- e) Violate any Governing Documents specifically with respect to Registration Policies and Procedures

Confidentiality

3. In the course of performing the duties described herein, the Organization and the User may have access to Confidential Information. The Organization and the User agree at all times:

- a) To use Confidential Information solely as may be required in connection with the Organization and the User's responsibilities described herein.
- b) To keep in strictest confidence all Confidential Information, which the Organization and the User may acquire in connection with or as a result of having access to AIMS.
- c) Not to use, reproduce, distribute, publish, communicate, divulge or disclose to any third party or parties not volunteering or employed with the Organization any Confidential Information, without the prior written consent of the OSA.
- d) That limited Confidential Information, including only Players, Coaches and Team Officials name, email and telephone numbers, may be disclosed to Player's parents as a part of the team contact list.

4. The provisions of clause 3 will survive the termination or expiration of this Agreement.

Proprietary Rights

5. The Parties represent and warrant that they either own or have obtained the consent of all holders of all software, trademarks, copyrights or other intellectual property rights required in connection with this Agreement, posting on the AIMS website or any AIMS related websites.

6. All files and written materials relating to the work performed by and within the User's position will remain the property of the OSA and the Organization and upon request of the OSA or the Organization, the User will return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, immediately upon such request.

7. If any Confidential Information is downloaded from AIMS to another database managed by the User or the Organization, or to any other database, the terms of this Agreement will remain in effect.

8. The term "Confidential Information" includes, but is not limited to the following:

- a) Names, addresses, e-mail, telephone number, cell phone number, fax number, date of birth and member number of the OSA's and the Organization's members, volunteers, directors, officers, employees, committee members, coaches, players, team officials, officials, contractors, and others individuals within the OSA and the Organization (collectively "Representatives") ;
- b) Information related to the business or affairs of the OSA and the Organization or any Representative; and
- c) OSA and Organization data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, and financial information.

Breach and Indemnity

9. The User and/or the Organization agree to immediately notify the OSA by telephone at 905-264-9390 or by email to aimshelpdesk@soccer.on.ca upon any actual, threatened or suspected breach or compromise of the User's AIMS user account or this Agreement.

10. Conduct that violates this Agreement may be subject to sanctions pursuant to the OSA's policies related to discipline and complaints.

11. The Organization agrees that in the event of any breach or threatened breach of this Agreement by the User or the Organization, the OSA may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect the OSA against any such breach or threatened breach.

12. The Organization will indemnify, release, hold harmless and forever discharge the OSA and its Representatives for any claims, actions or costs that may arise out of, or in relation to, the publication, use, communication or disclosure of Confidential Information by the Organization or the User under this Agreement. Such indemnification will include any amount paid by the OSA with respect to liability and any and all legal fees and disbursements incurred by the OSA. Such indemnification will survive the duration or termination of this contract.

13. The provisions of clause 12 will survive the termination or expiration of this Agreement.

Term

14. This Agreement and access to AIMS will commence on the date of execution and will terminate on March 31, 2019.

Termination of Agreement

15. The OSA may terminate this agreement and access to AIMS immediately upon written notice of such termination to the User and/or the Organization.

16. The Organization may terminate the User's access to AIMS upon written notice of such termination to the User.

The Organization will notify the OSA of such termination immediately.

General

17. This Agreement will be interpreted in accordance with the laws of the Province of Ontario.

18. This Agreement has been executed by an authorized signatory of each party who is duly entitled to represent and bind the party.

THE USER AND THE ORGANIZATION HEREBY AGREE to abide by the terms outlined in this Agreement.

Organization

_____ - _____ - _____ - _____ -
Print Name Position Signature Date

User

_____ _____ _____ _____
Print Name Position Signature Date

Check off appropriate organization type related to the User (check one only):

- Club League District Association Ontario Soccer Association